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12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN JOSE DIVISION**

16 ARIEL ABITTAN,

17 Case No. 5:20-CV-09340-NC

18 Plaintiff,

19 **AMENDED COMPLAINT**

20 vs.

21 Date: July 1, 2022

22 LILY CHAO (a/k/a TIFFANY CHEN, a/k/a
23 YUTING CHEN), DAMIEN DING (a/k/a
24 DAMON LEUNG, a/k/a DAMIEN RAY
25 DONOVAN, a/k/a TAO DING), and
26 TEMUJIN LABS INC. (a Cayman Islands
27 corporation)

28 Judge: Hon. Nathanael Cousins

Defendants.

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19 Plaintiff ARIEL ABITTAN (“Plaintiff” or “Abittan”), by and through the undersigned
20 counsel, alleges as follows:

21 1. This Complaint arises from Lily Chao’s (a/k/a Tiffany Chen, a/k/a Yuting Chen)
22 (“Chao”) and Damien Ding’s (a/k/a Damon Leung, a/k/a Tao Ding, a/k/a Damien Ray Donovan)
23 (“Ding”) use of a vast network of domestic and foreign entities—including Temujin Labs Inc. (a
24 Cayman Islands corporation) (“Temujin Cayman”; collectively with Chao and Ding,
25 “Defendants”—and individuals—including Yuting Chen (“Chen”)—to actively orchestrate,
26 engage in, and carry out an extensive pattern of fraud and racketeering activities which caused
27 significant damage to Abittan.

1 2. In 2016, Abittan started buying luxury watches from a man whom Abittan met
 2 online. Shortly thereafter, the man invited Abittan to his home in Atherton CA, where Abittan met
 3 the man's wife and children. By 2017, Abittan and the man and woman had entered into a
 4 partnership to acquire and sell luxury watches, splitting the cost of each watch and the profit from
 5 each sale as 50/50 partners (the "Partnership"). By 2018, the Partnership's business had expanded
 6 significantly to the development of a public blockchain aimed at improving security and efficiency
 7 in financial systems using cutting edge techniques in cryptography and distributed systems. This
 8 blockchain project is currently known to the public as Findora (the "Blockchain Project" or
 9 "Findora").

10 3. At different times and in different contexts, Abittan's male partner publicly used the
 11 names Damien Ding, Damon Leung, and Damien Ray Donovan, while Abittan's female partner
 12 publicly used the names Lily Chao and Tiffany Chen.¹

13 1 In addition to the foregoing publicly-used names, Ding and Chao privately directed
 14 Abittan—for years—to wire or deposit monies owed to Ding and Chao into bank accounts using
 15 the names Tao Ding and Yuting Chen. Ding used a mailing and billing address associated with Tao
 16 Ding as his own and was observed using a Zoom account with the name Tao Ding. Similarly, Chao
 17 instructed Abittan to mail her packages to an address associated with Yuting Chen. Ding and Chao
 18 also claimed to own a house and an apartment leased under the name Yuting Chen. Chao and Ding
 19 never identified Tao Ding as a separate person from Ding and never identified Yuting Chen as
 20 separate person from Chao. Nor did Abittan ever meet (or conduct business with) a second man or
 21 second woman using the names Tao Ding or Yuting Chen. Consequently, Abittan believes that his
 22 male business partner has a legal name and/or aliases of Tao Ding, Damien Ding, Damon Leung,
 23 and Damien Ray Donovan and that his female business partner has a legal name and/or aliases of
 24 Lily Chao, Tiffany Chen, and Yuting Chen.

25 On July 9, 2021, however, a person named Yuting Chen ("Chen") (collectively, with Chao,
 26 Ding, and Temujin Cayman, "Defendants") filed a sworn declaration, stating: "I am aware that
 27 plaintiff Ariel Abittan has submitted a declaration in this matter in which he makes allegations
 28 about an individual who he claims is Lily Chao, and that in this case, he appears to confuse me with
 Lily Chao. I am not lily [sic] Chao and Lily Chao is not my sister." [ECF No. 74]. The declarant
 did not clarify whether she is the former business partner against whom Abittan has raised claims.
 She did not explain whether she has used the name Lily Chao or Tiffany Chen as an alias. She did
 not explain whether and how she knows a separate person named Lily Chao or Tiffany Chen. And
 she did not attempt to clear up any issues of mistaken identity.

29 Instead of providing clarity, on December 3, 2021, Chen—represented by the same counsel
 30 appearing on behalf of Chao in this action—filed a separate lawsuit (*Yuting Chen v. Ariel Abittan,
 et. al.*, District Court of Northern California, Case No. 21-cv-09393) (the "Related Federal Action")
 31 to assert claims against Abittan related to the same luxury watch partnership at issue herein. It
 32 appears that the named defendant in this action (Chao) and the named plaintiff in the Related
 33 Federal Action (Chen) are asserting that Chen is a different person than (rather than an alias of)
 34 Chao, that Chen is the person who engaged in the watch business with Abittan, and that Chao is a
 35 third-party with no connection to the watch transactions described in either action. Yet, Chen and

1 4. Prior to and throughout the Partnership, Chao and Ding inspired Abittan's loyalty
 2 and his deference, first, through continuous displays of wealth, status, and business connections,
 3 and, second, through promises that Abittan would enjoy the same level of success if he followed
 4 their business advice. And once Chao and Ding knew they had Abittan's full trust, they weaponized
 5 it to steal numerous jointly-owned watches, the Blockchain Project, and millions of dollars from
 6 Abittan. In the process, Chao and Ding defamed Abittan to countless individuals, incurred over
 7 \$600,000 of debt on Abittan's personal credit, and stole an additional \$1,200,000 from Abittan's
 8 friends and family.

9 5. As part of their fraudulent scheme, Chao and Ding relied on misdirection and
 10 anonymity. While reassuring Abittan that he had an interest in all assets owned by the Partnership—
 11 as well as an interest in affiliated entities purportedly created as corporate formalities to protect the
 12 Partnership's interest—Chao and Ding fraudulently formed at least thirteen (13) entities through a
 13 series of forged contracts, false filings, and misrepresentations about ownership. They created a
 14 web of shell companies that become so unwieldy that Chao and Ding had to back date documents
 15 so that the chronology of entities would make temporal sense. They repeatedly lied about the
 16 purposes, functions, and compositions of discrete entities in their corporate web.

17 6. Then, in a final attempt to coopt the Blockchain Project, Chao and Ding, on behalf
 18 of Temujin Cayman—an entity they caused to be created one day prior—fraudulently induced
 19 Abittan to sign a single-page document that, at the time, Chao and Ding falsely claimed was a
 20 corporate formality. Chao and Ding now contend that this single-page document represents
 21 Abittan's consent to transfer the Blockchain Project from Eian Labs Inc.—the corporate entity of
 22

23 Chao have refused to state those precise facts under oath via a declaration or produce evidence that
 24 identifies Chen as the woman with whom Abittan conducted business. Nor has any party explained
 25 why—if Chao's inclusion in this litigation is based on mistaken identity and Chao has no
 26 connection to Abittan or the Partnership—Chao would appear in this action and defend against
 27 Abittan's claims, rather than immediately resolve the mistaken identity issue. No party has a
 28 *legitimate* basis to obfuscate the legal names and identities of the woman and man who partnered
 with Abittan and repeatedly invited Abittan into their home.

Irrespective of the foregoing, Abittan was engaged in one partnership with one woman and
 one man between 2017 and 2020. For the purposes of this complaint, the woman is referred to as
 Chao and the man is referred to as Ding. Abittan reserves the right to seek leave to amend the
 complaint to conform to any new names or aliases that properly identify these individuals.

1 which Abittan was at least a 39.6% beneficial owner—to Temujin Cayman—in which Abittan
 2 purportedly has no stake—for zero consideration. In essence, Chao and Ding claim that Abittan
 3 knowingly consented to the sale of the entire Blockchain Project—believed to be valued at over
 4 \$50,000,000—via a one-page document in exchange for **absolutely nothing**.

5 7. In reality, however, Chao and Ding had concocted the document as a poorly
 6 conceived attempt to legitimize their theft of Abittan’s ownership interest in the Blockchain Project.
 7 But Chao and Ding were ultimately hoisted by their own petard. After years of misdirection and
 8 corporate tricks, Chao’s and Ding’s tactics began to surface when they wrongfully forced Abittan
 9 out of the Blockchain Project and denied the existence of the Partnership.

10 8. Critically, employees, consultants, and advisors associated with the Blockchain
 11 Project subsequently observed, and responded to, Chao’s and Ding’s obvious misconduct. In late
 12 2020, Stanford cryptographers, including Charles Lu (“Lu”), Benjamin Fisch (“Fisch”), Franklin
 13 Fu (“Fu”), and numerous other employees from the engineering team resigned.

14 9. In sum, and as detailed below, Chao and Ding are con artists. Using charisma and
 15 lavish displays of wealth, they lure in optimistic individuals who are acting in good faith. Chao and
 16 Ding then misrepresent, misdirect, and deceive. They say whatever is necessary to induce others to
 17 provide money or other resources. To cover their tracks, they use fake names, straw-persons, and
 18 other lies about their relationships and identities. They hide their assets, even their home, using
 19 shell corporations and agents. They have even refused to include their names on court filings. They
 20 undertake these manipulative actions to prevent accountability to their victims, including Abittan.

21 10. Abittan files this lawsuit in order to: (a) recover Abittan’s direct damages due to
 22 Defendants’ fraudulent and unlawful conduct; (b) obtain a declaration of Abittan’s rights in the
 23 Blockchain Project; (c) prevent Defendants from destroying, disposing of, or unlawfully using the
 24 Blockchain Project’s valuable intellectual property; and (d) prevent Defendants from continuing to
 25 harm Abittan.

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1 11. Abittan's investigation into the matters, identities, and entities discussed in this
2 Complaint is ongoing. Abittan reserves the right to update these allegations as additional facts
3 become known.

PARTIES

5 12. Plaintiff Ariel Abittan is an individual residing in Lawrence, New York. Abittan has
6 a 50% interest in the Partnership formed with Chao and Ding in 2017.² Abittan has an ownership
7 interest of up to 50% in the Blockchain Project (currently known as Findora) he co-founded with
8 Chao and Ding. According to corporate formation documents created by or on behalf of Chao and
9 Ding—purportedly for the purpose of effectuating the Partnership’s interests—Abittan is a
10 shareholder of, and continuously has been a shareholder of, Juniper Ventures Incorporated since
11 January 24, 2018. Abittan is the President and a director of Project Revolution Inc. Abittan is also
12 a member of Juniper Venture Partners, LLC, which is a shareholder of Eian Labs Inc (f/k/a Porepsus
13 Labs Inc.). Upon information and belief, as a shareholder of JVI, Abittan is also a manager of
14 Fourhair LLC, which is a member of Juniper Venture Partners LLC, which (as detailed above) is a
15 shareholder of Eian. Abittan is also a member of Juniper Venture Holdings LLC, which was formed
16 for the purpose of creating Powerscale Capital Management LLC with John Powers.

17 13. Plaintiff is informed and believes and, on that basis, alleges that Defendant Lily
18 Chao (a/k/a Tiffany Chen, a/k/a Yuting Chen) is an individual residing in Atherton, California.
19 Upon information and belief, Chao is married to Defendant Ding, and together, Chao and Ding
20 hold a 50% interest in the Partnership formed with Abittan in 2017. Chao co-founded the
21 Blockchain Project (currently known as Findora) with Abittan and Ding. Chao is the coleader of a
22 fraudulent association-in-fact enterprise that has used Juniper Ventures Incorporated, Project
23 Revolution Fund Inc., Juniper Venture Holdings LLC, Juniper Venture Partners LLC, Eian Labs
24 Inc. (f/k/a Porepsus Labs Inc.), Fourhair LLC, Lakeside Garden Heritage LLC, Powerscale Capital
25 Management LLC, Powerscale Capital Fund LP, Black Cobble Rideshare Funding LLC, Temujin

² See Corp. Code § 16202.

1 Labs Inc. (Delaware), Temujin Labs Inc. (Cayman), Findora Foundation Ltd., Discreet Labs Ltd.,
 2 Guanghua Liang, Yang Yang, Alex Wang, Selena Chen, Jianrong Wang, and Xilei Wang to commit
 3 numerous unlawful acts for the purpose of stealing millions of dollars from Abittan and other
 4 investors. Chao is a general manager of each of the foregoing entities, and, together with Ding,
 5 exerts complete control over each entity. Chao is the Chairman of Temujin Cayman.

6 14. Plaintiff is informed and believes and, on that basis, alleges that Defendant Ding is
 7 an individual residing in Atherton, California. Upon information and belief, Ding is married to
 8 Defendant Chao, and together, Ding and Chao hold a 50% interest in the Partnership formed with
 9 Abittan in 2017. Ding co-founded the Blockchain Project (currently known as Findora) with
 10 Abittan and Chao. Ding is the coleader of a fraudulent association-in-fact enterprise that has used
 11 Juniper Ventures Incorporated, Project Revolution Fund Inc., Juniper Venture Holdings LLC,
 12 Juniper Venture Partners LLC, Eian Labs Inc. (f/k/a Porepsus Labs Inc.), Fourhair LLC, Lakeside
 13 Garden Heritage LLC, Powerscale Capital Management LLC, Powerscale Capital Fund LP, Black
 14 Cobble Rideshare Funding LLC, Temujin Labs Inc. (Delaware), Temujin Labs Inc. (Cayman),
 15 Findora Foundation Ltd., Discreet Labs Ltd., Guanghua Liang, Yang Yang, Alex Wang, Selena
 16 Chen, and Jianrong Wang to commit numerous unlawful acts for the purpose of stealing millions
 17 of dollars from Abittan and other investors. Ding is a general manager of each of the foregoing
 18 entities and, together with Chao, exerts complete control over each entity. Ding is the Chief
 19 Operating Officer of Temujin Cayman.

20 15. Defendant Temujin Labs Inc. (a Cayman Islands corporation) is a foreign company
 21 organized under the laws of the Cayman Islands with its principal place of business in Santa Clara
 22 County, California. Temujin Cayman purports to do business under the stolen name “Findora” and
 23 “Findora Foundation.” Abittan is informed and believes and, on that basis, alleges that Temujin
 24 Cayman is controlled by Chao and Ding—both of whom act as general managers of Temujin
 25 Cayman—and that Temujin Cayman is a culpable member of Chao and Ding’s fraudulent
 26 association-in-fact enterprise.

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RELEVANT NON-PARTIES

2 16. Plaintiff is informed and believes and, on that basis, alleges the following regarding
3 the identity of Relevant Non-Party Yuting Chen. As stated above, Plaintiff alleges that Chao has
4 purposefully obfuscated her identity as a means of perpetuating fraudulent and unlawful conduct.
5 *See ¶ 3, n.1.* For years, Chao directed Abittan to wire or deposit monies owed to Ding and Chao
6 into a bank account using the name Yuting Chen. Similarly, Chao instructed Abittan to mail her
7 packages to an address associated with the name Yuting Chen. Chao (and Ding) also claimed to
8 own a house and an apartment leased under the name Yuting Chen. At the same time, Chao had
9 demonstrated her proclivity for using aliases—having asked Abittan to refer to her by the names
10 Lily Chao and Tiffany Chen, in different contexts. While engaging in that conduct, Chao never
11 identified Yuting Chen as separate person from Chao. Nor did Abittan ever meet (or conduct
12 business with) a second woman using the name Yuting Chen. Abittan’s only known experience
13 with a “Yuting Chen” was based on Chao’s (and Ding’s) references to that name, as set forth above.
14 Consequently, Abittan believes that his female business partner’s legal name(s) and aliases include:
15 Yuting Chen, Tiffany Chen, and Lily Chao. Nonetheless, the defendant sued as “Lily Chao” in this
16 action and the plaintiff suing as “Yuting Chen” in the Related Federal Action have taken the
17 position that they are separate individuals who conducted business with Abittan. On information
18 and belief, the individual who is separate from Lily Chao and using the name “Yuting Chen” has
19 coordinated with and continues to coordinate with Lily Chao and Damien Ding in the unlawful
20 conduct alleged herein and causing harm to Abittan. On information and belief, Yuting Chen is an
21 individual residing in Atherton, California. Abittan is informed and believes and, on that basis,
22 alleges that Chen is controlled by Ding and Chao and that JVI is a culpable member of Ding and
23 Chao’s fraudulent association-in-fact enterprise.

24 17. Relevant non-party Juniper Ventures Incorporated ("JVI") is a Delaware
25 Corporation doing business in California. Abittan is informed and believes and, on that basis,
26 alleges that JVI is controlled by Ding and Chao and that JVI is a culpable member of Ding and
27 Chao's fraudulent association-in-fact enterprise.

1 18. Relevant non-party Project Revolution Fund Inc. (“Project Revolution”) is a
 2 Delaware Corporation doing business in California. Abittan is informed and believes and, on that
 3 basis, alleges that Project Revolution is controlled by Ding and Chao and that Project Revolution
 4 is a culpable member of Ding’s and Chao’s fraudulent association-in-fact enterprise.

5 19. Relevant non-party Juniper Venture Holdings LLC (“JV Holdings”) is a limited
 6 liability company formed under the laws of Delaware. Abittan is informed and believes and, on that
 7 basis, alleges that JV Holdings is controlled by Ding and Chao and that JV Holdings is a culpable
 8 member of Ding’s and Chao’s fraudulent association-in-fact enterprise.

9 20. Relevant non-party Juniper Venture Partners LLC (“JV Partners”) is a limited
 10 liability company formed under the laws of Delaware. Abittan is informed and believes and, on that
 11 basis, alleges that JV Partners is controlled by Ding and Chao and that JV Partners is a culpable
 12 member of Ding and Chao’s fraudulent association-in-fact enterprise.

13 21. Relevant non-party Eian Labs Inc. (f/k/a Porepsus Labs Inc.) (“Eian”) is a Delaware
 14 Corporation doing business in California. Abittan is informed and believes and, on that basis,
 15 alleges that Eian is controlled by Ding and Chao and that Eian a culpable member of Ding and
 16 Chao’s fraudulent association-in-fact enterprise.

17 22. Relevant non-party Fourhair LLC (“Fourhair”) is a limited liability company formed
 18 under the laws of Nevada. Abittan is informed and believes and, on that basis, alleges that Fourhair
 19 is controlled by Ding and Chao and that Fourhair is a culpable member of Ding and Chao’s
 20 fraudulent association-in-fact enterprise.

21 23. Relevant non-party Lakeside Garden Heritage LLC (“Lakeside”) is a limited
 22 liability company formed under the laws of Delaware. Abittan is informed and believes and, on that
 23 basis, alleges that Lakeside is controlled by Ding and Chao and that Lakeside is a culpable member
 24 of Ding and Chao’s fraudulent association-in-fact enterprise.

25 24. Relevant non-party Powerscale Capital Management LLC (“Powerscale Capital”)
 26 is a limited liability company formed under the laws of Delaware. Abittan is informed and believes
 27 and, on that basis, alleges that Powerscale Capital is controlled by Ding and Chao and that

1 Powerscale Capital is a culpable member of Ding and Chao's fraudulent association-in-fact
2 enterprise.

3 25. Relevant non-party Powerscale Capital Fund LP ("Powerscale Fund") is a foreign
4 company organized under the laws of the Cayman Islands. Abittan is informed and believes and,
5 on that basis, alleges that Powerscale Fund is controlled by Ding and Chao and that Powerscale
6 Fund is a culpable member of Ding and Chao's fraudulent association-in-fact enterprise.

7 26. Relevant non-party Powerscale Black Cobble Rideshare Funding LLC ("Black
8 Cobble") is a limited liability company formed under the laws of Delaware. Abittan is informed
9 and believes and, on that basis, alleges that Black Cobble is controlled by Ding and Chao and that
10 Black Cobble is a culpable member of Ding and Chao's fraudulent association-in-fact enterprise.

11 27. Relevant non-party Temujin Labs Inc. (Delaware) ("Temujin Delaware") is a
12 corporation organized and existing under the laws of Delaware with its principal place of business
13 in Santa Clara County, California that purports to do business under the stolen name "Findora."
14 Abittan is informed and believes and, on that basis, alleges that Temujin Delaware is controlled by
15 Ding and Chao and that Temujin Delaware is a culpable member of Ding and Chao's fraudulent
16 association-in-fact enterprise.

17 28. Relevant non-party Temujin Labs Inc. (Cayman) is a foreign company organized
18 under the laws of the Cayman Islands with its principal place of business in Santa Clara County,
19 California that purports to do business under the stolen name "Findora." Abittan is informed and
20 believes and, on that basis, alleges that Temujin Cayman is controlled by Ding and Chao and that
21 Temujin Cayman is a culpable member of Ding and Chao's fraudulent association-in-fact enterprise.

22 29. Relevant non-party Findora Foundation Ltd. ("Findora Foundation") is a foreign
23 company organized under the laws of the Cayman Islands with its principal place of business in
24 Santa Clara County, California that purports to do business under the stolen name "Findora."
25 Abittan is informed and believes and, on that basis, alleges that Findora Foundation is controlled
26 by Ding and Chao and that Findora Foundation is a culpable member of Ding and Chao's fraudulent
27 association-in-fact enterprise.

1 30. Relevant non-party Discreet Labs Ltd. (“Discreet Labs”) is a limited partnership
2 formed under the laws of Delaware. Abittan is informed and believes and, on that basis, alleges that
3 Discreet Labs is controlled by Ding and Chao and that Discreet Labs is a culpable member of Ding
4 and Chao’s fraudulent association-in-fact enterprise.

5 31. Abittan is informed and believes and, on that basis, alleges that Relevant non-party
6 Guanghua Liang is a resident of China. Abittan is informed and believes and, on that basis, alleges
7 that Guanghua Liang is the agent of Ding and Chao and that Guanghua Liang is a culpable member
8 of Ding and Chao’s fraudulent association-in-fact enterprise.

9 32. Abittan is informed and believes and, on that basis, alleges that Relevant non-party
10 Yang Yang is a resident of China. Abittan is informed and believes and, on that basis, alleges that
11 Yang Yang is the agent of Ding and Chao and that Yang Yang is a culpable member of Ding and
12 Chao’s fraudulent association-in-fact enterprise.

13 33. Abittan is informed and believes and, on that basis, alleges that Relevant non-party
14 Alex Wang is a resident of China. Abittan is informed and believes and, on that basis, alleges that
15 Alex Wang is the agent of Ding and Chao and that Alex Wang is a culpable member of Ding and
16 Chao’s fraudulent association-in-fact enterprise.

17 34. Abittan is informed and believes and, on that basis, alleges that Relevant non-party
18 Selena Chen is an individual residing in Atherton, California. Abittan is informed and believes and,
19 on that basis, alleges that Selena Chen is the agent of Ding and Chao and that Selena Chen is a
20 culpable member of Ding and Chao’s fraudulent association-in-fact enterprise. Abittan is informed
21 and believes and, on that basis, alleges that Selena Chen is the sister of Yuting Chen and executed
22 many documents as part of the criminal scheme.

23 35. Abittan is informed and believes and, on that basis, alleges that Relevant non-party
24 Jianrong Wang is an individual residing in Atherton, California. Abittan is informed and believes
25 and, on that basis, alleges that Jianrong Wang is the agent of Ding and Chao and that Jianrong
26 Wang is a culpable member of Ding and Chao’s fraudulent association-in-fact enterprise. Abittan
27 is informed and believes and, on that basis, alleges that Jianrong Wang is the driver of Chen and
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Ding, that he lives at 69 Isabella Ave—the house in which Ding and Chao’s criminal enterprise operated—and that he has executed many corporate documents as part of the criminal scheme.

36. Abittan is informed and believes and, on that basis, alleges that Relevant non-party Xilei Wang is an individual residing in China. Abittan is informed and believes and, on that basis, alleges that Xilei Wang is the agent of Ding and Chao and that Xilei Wang is a culpable member of Ding and Chao's fraudulent association-in-fact enterprise. Abittan is informed and believes and, on that basis, alleges that Xilei Wang has executed many corporate documents as part of the criminal scheme.

SUBSTANTIVE ALLEGATIONS

A. Ding and Chao Quickly Identify Abittan as a Viable Mark

37. In 2016, Abittan was twenty-five-years old and new to the business world. He was a hard worker with big aspirations and an obvious eagerness to succeed. As part of his first entrepreneurial endeavor, Abittan began buying and selling ultra-luxury watches from and to individuals he met locally (in New York), on internet forums, or in chat communities.

38. On July 7, 2016, while searching for watches on the Rolex Forum, Abittan responded to a listing for a Patek Philippe 5712/1a—a watch valued at approximately \$30,000—posted by Ding under the username “oneplustwo.” Ding and Abittan exchanged a few emails, and Abittan agreed to buy the watch from Ding, wiring the full cost of the watch to an account Ding provided. In concluding the deal, Abittan wrote, “I hope this is the start to much more business.”

39. Ding immediately sensed both Abittan's eagerness to succeed and willingness to trust. In other words, Ding quickly identified Abittan as an easy mark. Shortly thereafter, Ding invited Abittan to his home in Atherton, California under the guise of discussing a bigger business relationship. Indeed, Ding was so insistent that he booked and paid for Abittan's round-trip flight.

40. On January 23, 2017, Abittan flew to San Francisco, and after approximately eight hours together, Abittan flew back to New York. During this brief visit, Ding introduced Abittan to Ding's wife, Chao (who at the time was using the name Tiffany Chen). Despite what Ding had suggested, Abittan, Ding, and Chao never discussed a grand new business plan.

1 41. In reality, the true purpose of this trip (and dozens of subsequent trips) was to
 2 convince Abittan that Ding and Chao were extremely wealthy, successful, and well-connected
 3 individuals who could turn Abittan's dreams into a reality. From the moment Abittan arrived until
 4 the moment he left, Ding and Chao took deliberate steps to appear legitimate, confident, and
 5 successful. Ding and Chao showed Abittan their cars (worth at least \$400,000); gave Abittan a tour
 6 of their \$25,000,000 home, located at 69 Isabella Ave. Atherton, CA 94027 ("69 Isabella Ave.");
 7 and showered Abittan in designer gifts, such as Chanel shoes and a Prada purse for Abittan's wife.

8 42. Ding and Chao never missed an opportunity to manipulate Abittan into believing
 9 that, if he followed their lead, he would soon be as successful as them. During his visits, Ding and
 10 Chao took Abittan around Atherton—one of the wealthiest areas in the United States—pointing out
 11 *eight* houses they purportedly owned or bought for family members. Ding detailed plans to tear
 12 down their home and build a new mega-mansion across 69 Isabella Ave. and the adjoining lot, 70
 13 Isabella Ave. (which, of course, Ding and Chao claimed to already own).

14 43. Chao and Ding routinely claimed to have access to significant familial wealth and
 15 made great displays of their money. Chao bragged to Abittan about meeting a "family partner" who
 16 had over 10 billion dollars in the United States. In one instance, Chao brought Abittan car shopping
 17 and purchased two high-end luxury vehicles, one of which was a Rolls Royce. There were
 18 approximately five such vehicles in the driveway of 69 Isabella Ave. at any given time, including
 19 multiple Bentleys, a Ferrari, and a Mercedes.

20 44. Chao had a chauffeur, whose name Chao said was Jianrong Wang. On various
 21 occasions, Chao instructed Jianrong Wang to drive Abittan to destinations in and around Atherton.
 22 Because Wang did not speak English, Abittan would communicate with him through a translation
 23 application on Abittan's mobile phone.

24 45. Chao constantly touted her supposed connections with the Chinese business elite.
 25 She claimed to be friends with Zhang Ying—the wife of Chinese billionaire and Alibaba founder,
 26 Jack Ma. Chao also claimed to have a close personal and professional relationship with Ma
 27 Huateng—founder of Tencent, the seventh most valuable company in the world. Chao bragged

1 about meeting Ma Huateng while he was “still a poor guy.” Chao also made regular references to
 2 lavish trips with other celebrities and “famous people” in the blockchain industry.

3 46. Chao told Abittan that Ding had attended Harvard as an undergraduate but that he
 4 had been kicked out for getting into a fist-fight.

5 47. Chao further cultivated a special relationship of apparent trust and confidence with
 6 Abittan by disclosing highly personal details in text messages, including details relating to her
 7 health, marital issues, and prior romantic relationships. On information and belief, many of these
 8 personal revelations were not true and were made solely to make Abittan believe that he and Chao
 9 had a close personal relationship that extended beyond business.

10 48. In retrospect, Chao’s and Ding’s stories and displays of grandeur were the
 11 foundation of Defendants’ fraudulent scheme. Chao and Ding used various principles of
 12 persuasion—including preying on Abittan’s open desire to become a successful entrepreneur and
 13 manipulating Abittan’s trusting personality—to lure Abittan into a business relationship that gave
 14 Chao and Ding all the power and access necessary to steal whatever they could from Abittan—first,
 15 watches, and eventually, a rightful share of an entire blockchain business Abittan co-founded.

16 **B. Chao and Ding Invite Abittan into Partnership**

17 49. For eight months after Abittan’s first visit to Atherton, Abittan continued to
 18 purchase watches from Ding without issue. Ding used this time to build Abittan’s confidence in
 19 their relationship and to give Abittan a taste of success. Then, in August of 2017, Ding took the
 20 next step in his and Chao’s fraudulent scheme and asked Abittan to “partner” on a specific watch.
 21 Abittan immediately accepted Ding’s proposal.

22 50. Accordingly, Abittan and Ding entered into an oral and/or implied partnership to
 23 acquire and resell certain luxury watches. The Partnership worked as follows. First, either Abittan
 24 or Ding would identify a high-end watch that could be acquired and then resold at a higher price.
 25 Abittan and Ding would each contribute 50% of the cost of the watch. Then, either Abittan or Ding
 26 would locate a buyer for the watch. Upon the ultimate sale, Abittan and Ding shared equally in the
 27 profit. In sum, Abittan and Ding operated as 50/50 partners.

1 51. In or around November of 2017, Ding's wife, Chao, began communicating with
2 Abittan via text message about various watch transactions. In conjunction with Chao's involvement,
3 Chao and Ding did not seek to alter the financial aspects of the Partnership: at all times, Chao and
4 Ding shared one 50% interest in the Partnership with Abittan possessing the other 50% interest.
5 Aside from Abittan, Chao, and Ding, there were no other partners in the Partnership.

6 52. For many months, the Partnership operated without issue. Abittan and Ding/Chao
7 invested equally and work together to sell the watches and divide the profits. In hindsight, the
8 seamlessness of these first few months built Abittan's trust in Ding and Chao – a trust that Ding
9 and Chao weaponized to defraud Abittan.

10 C. **Ding and Chao Plant the Seed of Extraordinary Success and the Partnership Founds**
11 **the Blockchain Project**

12 53. Once the Partnership was formed, Abittan, Ding, and, eventually, Chao were
13 speaking several times a day, often for hours, on the phone and through text messages. The partners
14 routinely discussed the evolution of the Partnership.

15 54. Indeed, on September 7, 2017 (the same day that Abittan paid his share of the first
16 Partnership watch), Ding suggested that the Partnership should create a “watch fund.” In essence,
17 Ding and Abittan—as 50/50 partners—would collect money from investors and buy watches with
18 high appreciation values. The Partnership would hold the watches to sell at the opportune time,
19 thereby generating generous returns for investors. Ding told Abittan that, if he followed Ding’s
20 business plan, their watch fund would be worth \$10,000,000 within a year.

21 55. By December of 2017, Abittan's, Ding's, and (by then) Chao's conversations about
22 the watch fund had evolved into a new business idea for the Partnership—the creation of a public
23 blockchain for secure and anonymous watch transactions with specific fraud prevention measures
24 aimed at curbing the sale of counterfeit goods. Ding and Chao claimed that this watch blockchain
25 could be even more lucrative and successful than the watch fund.

26 56. On January 16, 2018, Abittan flew to Atherton, CA to discuss the Partnership's
27 blockchain idea. Over the next three days, the partners discussed and, ultimately, agreed that

1 focusing on the watch industry was too narrowminded. By January 18, 2018, the Partnership’s
 2 business idea had evolved to the creation of reliable blockchain financial infrastructure with privacy
 3 protection for use across myriad industries: the foundation of the Blockchain Project.

4 57. During this visit, Chao and Ding convinced Abittan that, on February 5, 2018, the
 5 Partnership should (and could) launch an initial coin offering (“ICO”—an offering of
 6 cryptocurrency in conjunction with a blockchain project. Chao analogized the Partnership to a
 7 separate cryptocurrency company that had recently earned \$390 million in two hours after its ICO.

8 **D. Chao and Ding Lay the Foundation for Anonymity While Testing Abittan’s Deference**

9 58. Abittan was grateful, eager, and excited about the Blockchain Project. On numerous
 10 occasions, Abittan expressed that he was willing to do “anything” for the Partnership’s new venture.
 11 Chao and Ding, therefore, sought to exploit Abittan’s eagerness. In addition to curating images of
 12 their own success and business acumen, Chao and Ding utilized common tools of fraud—such as
 13 manufacturing time crunches and instilling a sense of herd mentality—to distract Abittan
 14 throughout the formal creation of the Blockchain Project.

15 59. For example, once the Partnership agreed to found the Blockchain Project, Chao and
 16 Ding repeatedly assured Abittan that their “lawyer” was drafting the documents necessary to
 17 memorialize their partnership interests and formalize the Blockchain Project. Ding and Chao
 18 promised that Ding, Chao, and Abittan were going to meet with Ding and Chao’s lawyer prior to
 19 the end of Abittan’s trip, but the meeting never took place. Over the next few days, Ding and Chao
 20 were simultaneously texting Abittan about “urgent” information needed to finalize the
 21 incorporation documents. And once Abittan received those documents after days or weeks of delay,
 22 Chao’s and Ding’s names were absent.

23 60. Specifically, on or about January 22, 2018, the Partnership formed Juniper Ventures
 24 Incorporated (“JVI”) as a formal entity to spearhead the formation of the Blockchain Project. Chao
 25 and Ding, however, refused to identify themselves on the incorporation documents; instead, Chao
 26 and Ding presented Abittan with an investment agreement, naming Abittan and Guanghua Liang
 27 (“Liang”—a strawman appointed by Chao and Ding to help hide their involvement and

1 purportedly protect their famous and wealthy family members in China—as “Founders” of JVI.
 2 Chao and Ding always represented that JVI was their venture with Abittan as equal partners, and
 3 that Liang was merely being used for paperwork purposes. Abittan has never met, seen, or spoken
 4 with Liang. Abittan and Liang were required to make a \$50,000 capital contribution in exchange
 5 for 1,000,000 shares in JVI. Abittan thereafter wired \$50,000 to a Chase bank account in the name
 6 of JVI. Chao—not Liang—wired \$50,000 into the JVI account for her and Ding’s interest. Liang
 7 did not wire any money into JVI.

8 61. Chao obviously understood the inconsistency between, on the one hand, claiming to
 9 Abittan that she and Ding were Abittan’s business partners while, on the other hand, making sure
 10 that her name did not appear on any of the governing documents for the entities that she and Ding
 11 created for the blockchain business. Chao’s explanation to Abittan was that, to project a certain
 12 image and identity that fit with her view of Silicon Valley culture, she needed to maintain her own
 13 privacy and to keep her true identity and connection to their businesses a secret.

14 62. Chao also insisted that Abittan hold himself out to the public as “Mark Gruber.”
 15 Chao explained to Abittan that it was “too early” for investors and employees to know their true
 16 identities. Chao also asked Abittan to change his name on his LinkedIn profile to Mark Gruber and
 17 to conceal his true identity in public forums. When Abittan protested, Chao told him that this was
 18 how things worked in Silicon Valley and that, to succeed, Abittan needed to follow her instructions.

19 63. Chao and Ding’s use of hidden identities persisted throughout their partnership with
 20 Abittan (and still to this day). Chao routinely lied to Findora investors and employees about her
 21 relationship with Ding, claiming that Ding was her brother-in-law and not her husband. Chao told
 22 Abittan that this subterfuge was necessary due to Silicon Valley culture frowning on husband/wife
 23 relationships at work. Because Abittan’s wife also worked for Findora, Chao wanted Abittan to
 24 hide his relationship with his wife.

25 64. Abittan ultimately demanded to go by his real name at Findora and revealed his
 26 marital relationship with his wife to Findora employees. Chao and Ding would not do the same.
 27
 28

1 65. Chao and Ding told Abittan that it was important to project an image of success.
 2 Accordingly, Chao leased a Ferrari for Abittan to drive when visiting Silicon Valley and told him
 3 that he needed to live in one of her luxury properties.

4 66. Chao and Ding also provided Abittan with a removable subscriber identity module
 5 (commonly known as a “SIM card”) and required Abittan to use a phone with that SIM card for
 6 business purposes. Upon information and belief, Chao and Ding provided the SIM card to Abittan
 7 as another test of their control.

8 **E. Chao and Ding Create Two Public-Facing Entities to Act for the Partnership**

9 67. In January and February of 2018, Abittan began hiring employees for the
 10 Blockchain Project. Abittan heavily recruited Stanford Ph.Ds., particularly those affiliated with the
 11 Stanford cryptography department.

12 68. Just before Abittan’s most important recruit—Stanford’s John Powers—agreed to
 13 join the Partnership’s Blockchain Project, Chao and Ding convinced Abittan that, to limit potential
 14 liability, they needed to keep the business separate from the tech (often juxtaposed as “the fund”
 15 and “the coin”).

16 69. Consequently, on April 13, 2018, Abittan incorporated Project Revolution as
 17 incorporator. From incorporation, and at all times, Abittan served as President and Chief Executive
 18 Officer (“CEO”) of Project Revolution.

19 70. Chao and Ding referred to Project Revolution as the “fund” because it was the
 20 public-facing entity of the Partnership that, *inter alia*, paid salaries, entered employee contracts,
 21 and executed leases related to Findora.

22 71. Shortly after creating the fund, on July 19, 2018, Ding formed a second public-
 23 facing entity called Eian. Although the articles of incorporation reflect Abittan as the incorporator,
 24 Abittan did not sign or receive copies of that document. After the fact, Ding eventually informed
 25 Abittan that Ding had formed Eian to act as the public-facing “coin side” of the Partnership.

26 72. Chao confirmed that this dual fund/coin structure would allow Abittan, Ding, and
 27 Chao to retain 100% ownership of the Findora tech, while giving employees equity in the business.

1 **F. Findora is Developed by the Cryptologists Consulting with Project Revolution**

2 73. Once Project Revolution and Eian were in place, Chao and Ding required high-level
3 employees to sign two separate but seemingly related agreements.

4 74. The first was a consulting agreement with the “fund”—Project Revolution—under
5 which the consultant earned a reasonable salary in exchange for specific services rendered, such as
6 the development of the cryptography library or creation of Findora’s open-source component.
7 Project Revolution retained exclusive ownership of all work product arising from the consulting
8 agreements, which included pre-signed and undated Assignment of Copyright and Assignment of
9 Patent Application exhibits.

10 75. The second agreement was an advisor agreement with Eian, under which the same
11 consultant (now called an advisor) would receive equity in “the coin” as compensation for the
12 unspecific service of advising the company from time to time.

13 76. On information and belief—and unbeknownst to Abittan—Chao and Ding used this
14 two-agreement system to facilitate their fraud. When it behooved them, they could attempt to
15 structure one entity as effectively insolvent, with the other entity owning Findora’s lucrative
16 technology. Therefore, they could induce sophisticated cryptologists into creating multi-million-
17 dollar blockchain technology (Findora) in exchange for modest salaries and the promise of equity,
18 yet they could also ensure that the equity was in a company worth nothing and owning nothing.

19 **G. Abittan Devotes Time, Energy, and Money into Attracting Investors**

20 77. While unaware of Chao and Ding’s fraudulent corporate structure and overall
21 unlawful scheme, Abittan continued to work on Findora.

22 78. Abittan would fly from his New York home to Atherton multiple times per month
23 to work on the venture.

24 79. In addition to spearheading the recruitment of an elite team of cryptologists, Abittan
25 also had operational responsibilities and was involved in the creation of at least one white paper,
26 which is a common component of blockchain companies. Abittan also was involved in fundraising
27 and investor pitches.

1 80. During the same period, Chao and Ding consistently represented that they had
 2 secured or were securing investments in Findora from major players in China. For example, Chao
 3 touted a potential investment from Jack Ma’s wife, going so far as to claim that Ma’s wife was
 4 concerned with Abittan’s availability on weekends given that Abittan observes the Sabbath.

5 81. Chao also spent \$70,000 on a lavish investor trip for the early investors in TRON
 6 Foundation (an entity dedicated to building infrastructure for a decentralized Internet). Chao
 7 claimed that, as a result of the trip, the investors were going to invest \$230,000,000 in tokens and
 8 that it was a “done deal.” However, Chao refused to show Abittan the paperwork.

9 82. Chao also claimed to be close to closing a deal with Tencent CEO Ma Huateng to
 10 lead an investment round.

11 83. Later, Chao touted her progress on a \$50,000,000 investment.

12 84. Nonetheless, in July 2018, relying on Chao’s representation that she had already
 13 raised substantial amounts of money, Abittan sought to raise funds from his own network of family
 14 and friends. Abittan ultimately secured \$1,200,000 in investments for Findora from five private
 15 investors. These investments took the form of Simple Agreements for Future Tokens (“SAFTs”)
 16 between the investors and JVI.

17 85. Pursuant to the SAFTs, the investors wired \$1,200,000 into JVI’s Chase bank
 18 account. In exchange for investing in JVI, the investors were promised that, if Eian—the company
 19 everyone believed held the rights to Findora’s blockchain technology—had an initial coin offering
 20 (“ICO”), then their money would be converted to coins at a 70% discount to the token price. If Eian
 21 did not have an ICO, then they would receive their money back within 90 days.

22 86. Findora did not issue a token within 90 days, but each of the investors decided to
 23 roll their investments into future equity or token offerings. Of course, the investors were not willing
 24 to wait forever. Eventually, the investors demanded their money back.

25 87. In March 2019, responding to investor pressure, Chao flew to New York to appease
 26 the investors. She and Abittan met with three of the investors, and in an effort to buy time, Chao
 27 offered them a new deal, including a promise to return their investment with a 25% annualized

1 return if Eian did not issue a token. To convince the investors to hold out for an equity or token
 2 offering, Chao presented the investors with a term sheet showing a \$10,000,000 incoming
 3 investment from China Orient Group, at a \$60,000,000 valuation for Findora.

4 88. By that time, Abittan and Chao could point to concrete accomplishments related to
 5 Findora. The consultants under contract with Project Revolution had built an operating demo, were
 6 actively pitching Findora to funds as use cases, and had completed several white papers. Findora
 7 was just six months away from a test net. Abittan was involved in much of those accomplishments,
 8 getting weekly and sometimes daily summaries on the engineering team's progress.

9 **H. As Abittan Diligently Works to Make Findora a Success, Chao and Ding Take
 10 Advantage of Abittan's Trust**

11 89. Starting in early 2018, Chao directed Abittan to open multiple credit card accounts,
 12 with multiple cards issued to her and other individuals, to be used for Findora. At the outset, Chao
 13 promised Abittan that the cards would be used only for business purposes and, therefore, that all
 14 expenses would be reimbursed by the Partnership.

15 90. As a result of her promises, Chao obtained a credit card linked to Abittan's business
 16 account for RealTime, which was the entity previously used to wire money back and forth between
 17 Abittan, Ding, and Chao during the watch transactions.

18 91. Shortly thereafter, Chao and Ding began to misuse the credit cards linked to
 19 Abittan's business account. While Ding and Chao initially paid their share of Partnership watch
 20 costs directly, Ding and Chao began using the cards to pay their share of the costs. Ding and Chao
 21 promised to pay off the balance of Abittan's credit card but ultimately reneged on this promise.

22 92. Soon thereafter, Chao demanded that Abittan open a Chase credit card for JVI and
 23 an American Express credit card for Project Revolution—both of which Chao promised would be
 24 used exclusively in connection with Findora. Upon information and belief, Chao and Ding then
 25 used Abittan's personal information to obtain individual credit cards in the names of Chao, Lu,
 26 Fisch, John Powers, Xu Fen Xe, Selina Chao, Ravi Chiruvolu, Eliana Abittan, and Fiona Zhang.
 27 Chao and Ding ultimately linked these cards to Abittan's personal credit.

1 93. Chao represented to Abittan that the cards in Lu's, Fisch's, and others' names would
 2 be distributed to those individuals for business use. However, on information and belief, Chao kept
 3 and used each of the cards many times without informing these employees of the charges incurred
 4 in their names.

5 94. Eventually, Chao (and her agents) began using the cards for her and Ding's personal
 6 benefit. Chao explained this—as she did in connection with corporate paperwork—by telling
 7 Abittan that, for privacy reasons, she did not want to give out her own personal identifying
 8 information to credit card companies. She also stated that needed the card because she and Ding
 9 used to have an American Express Black Card but were cutoff when they refused to disclose certain
 10 financials in response to a financial review request from American Express. Chao promised that
 11 she would pay the personal expenses off each month.

12 95. Chao, Ding, and their agents racked up hundreds of thousands of dollars in credit
 13 card charges, the vast majority of which were not for Findora business. The charges included, but
 14 were not limited to:

- 15 • A piano for Chao's children;
- 16 • School tuition;
- 17 • Gifts from Saks Fifth Avenue and other designer shops;
- 18 • A trip to Las Vegas;
- 19 • Fine wines;
- 20 • Doctors' offices;
- 21 • High-end restaurants;
- 22 • Taobao.com (a Chinese online shopping website);
- 23 • Costco;
- 24 • Airline tickets;
- 25 • Luxury hotels; and
- 26 • Chao's and Ding's half of the investments for certain watches.

1 96. On one occasion, Ding called American Express, fraudulently claiming to be
 2 Abittan, and requested that American Express increase the account's credit limit. Ding provided
 3 financial documents to support his request, which Abittan has demanded but has never seen.

4 97. Chao and Ding also attempted to have Abittan open an American Express Black
 5 Card with a limitless credit line for their use. This effort entailed attempting to engage in
 6 transactions at a high enough volume on Abittan's credit cards and making enough payments to
 7 that account to receive an invitation from American Express Black. Chao even suggested such
 8 extreme measures as buying a house with a credit card (which turned out to be impossible).
 9 Fortunately, Chao and Ding's attempt failed; otherwise, they likely would have incurred additional
 10 millions in debt under Abittan's name before being caught.

11 **I. Abittan Demands the Return of Investor Funds and Chao Stops Paying the Credit**
 12 **Cards**

13 98. In April 2019, Abittan demanded that Chao and Ding return money to the investors.
 14 At first, Chao agreed and requested that Abittan send her wiring information. But Chao never sent
 15 the money. Instead, Ding questioned Abittan's loyalty, asking Abittan whether he represented
 16 Findora or the investors.

17 99. Chao and Ding later told Abittan that he didn't have "the stomach" to be the
 18 cofounder of a successful company if he could not handle investor complaints. Chao and Ding also
 19 stated that, if the investors wanted to sue, let them sue. According to Ding, "by the time they get
 20 through in court, we'll be so big it won't matter." Abittan understood through conversations with
 21 Chao and Ding that their glib approach to litigation was driven in part by the security and insulation
 22 they felt as a result of omitting their true names on corporate documents and in conjunction with
 23 owning assets.

24 100. At the same time that Abittan demanded investor repayment, Chao stopped paying
 25 the bills for the credit cards that she had obtained in Abittan's name. The outstanding balance on
 26 the cards was approximately \$637,000. Chao had not previously been late on those credit card
 27 payments, and she assured Abittan that she would make the payments soon.

1 101. On May 13, 2019, Abittan and his father (on behalf of investors), flew to California
 2 to meet with Chao and Ding and resolve the investor and credit card issues. Chao and Ding blew
 3 them off. Knowing that Abittan and his father were flying back to New York the same day, Chao
 4 did not show up to meet with them as scheduled. Instead—and in what would become a pattern—
 5 Chao met them for ten minutes on the sidewalk outside of a restaurant, before they had to leave for
 6 their flight home. Chao assured Abittan and his father that she would take care of everything and
 7 purported to make a payment toward the credit card balance. However, the payment was rejected.

8 **J. As a Ruse to Coopt Findora, Chao and Ding Tell Abittan They Must Transfer Eian's**
 9 **Assets to a Cayman Entity to Protect Investors**

10 102. On July 2, 2019, Abittan again flew from New York to California. The following
 11 day, July 3, 2019, Abittan met with Chao and Ding.

12 103. The first meeting was in the early afternoon. Abittan asked to meet with Chao at
 13 11:00 a.m. Chao agreed. Although the meeting concerned Findora business and happened on a
 14 workday, Chao asked Abittan to meet her in the parking lot of a Menlo Park Safeway grocery store,
 15 explaining that she did not want to talk in Findora's office because "Charles [Lu, Findora's then-
 16 CEO] is a gossipe [sic]." Chao did not arrive at the parking lot until approximately 12:15 p.m.

17 104. Chao—in her capacity as Abittan's partner and/or in her capacity as the general
 18 manager and Chairman of each formal entity created in relation to the Blockchain Project, including
 19 Temujin Cayman—told Abittan that Eian needed to be converted to a Cayman Islands entity,
 20 explaining that the conversion would minimize any potential liability to investors in connection
 21 with Eian's anticipated coin sale. However, Chao did not provide Abittan with any paperwork at
 22 that time.

23 105. Instead, Chao asked what time Abittan needed to go to the airport. Since Abittan
 24 had a flight back to New York scheduled for 9:45 p.m. out of San Francisco International Airport,
 25 he informed Chao that he would need to leave between 7:30 p.m. and 8:00 p.m. Accordingly, Chao
 26 said she would meet him again at about 7:00 p.m.

27

28

1 106. Chao and Ding did not meet with Abittan until approximately 7:45 p.m. In a
 2 detached garage that was used as an office conference room, Chao gave Abittan a document and
 3 insisted that he sign it. Chao—in her capacity as Abittan’s partner and/or in her capacity as the
 4 general manager and Chairman of each formal entity created in relation to the Blockchain Project,
 5 including Temujin Cayman—represented that the paperwork would not change Abittan’s equity
 6 interest as a founder and owner of the Blockchain Project (i.e. Findora). She also represented that
 7 the interests of the other Findora investors would not change.

8 107. Abittan asked questions about the documents, but Chao created a hostile
 9 environment and got upset at the questions. Chao insisted that Abittan take her at her word that this
 10 document was to consummate a transaction that would maintain his equity interest as a founder and
 11 owner. She insisted that he sign the documents and contended that anything less would be a
 12 “betrayal of trust.” Believing Chao’s representations, Abittan signed the paperwork.

13 108. The paperwork had signature lines for Lu, Fisch, and others. However, Chao
 14 instructed Abittan not to discuss the agreement with Lu or Fisch under any circumstances.

15 109. Chao assured Abittan that Chao would send Abittan electronic copies of the
 16 documents. She did not do so.

17 110. Despite the promises of its general managers and officers to maintain and preserve
 18 all equity interests in Temujin Cayan, Abittan never received any writing memorializing his
 19 ownership interest in Temujin Cayman.

20 111. Despite Temujin Cayman’s failure to memorialize Abittan’s equity, Chao and
 21 Ding—in their capacities as Abittan’s partners and/or as the general managers and officers of
 22 Temujin Cayman—repeatedly represented to Abittan in phone calls, emails, and texts, that he
 23 continued to have a significant equity interest in Findora. For example, Chao continued to agree in
 24 writing that Abittan was a major owner and co-founder of Findora.

25 **K. The Blockchain Project Continues Without Disruption Under Temujin Cayman**

26 112. As detailed above, following the fraudulent transfer, Chao and Ding—acting as
 27 Abittan’s partners and/or as the general managers and officers of Project Revolution, Eian, and

1 Temujin Cayman—represented to Abittan and others that nothing substantive changed after the
 2 purported transfer of the Blockchain Project to Temujin Cayman. Indeed, changed other than the
 3 exclusion of Abittan.

4 113. For example, as described above (*see supra*, Section F), Chao and Ding, in their
 5 capacity as general managers and officers of Temujin Cayman and Temujin Cayman’s subsidiary,
 6 Temujin Delaware, continued to require individuals to use the two-agreement employment/equity
 7 system that originally related to Eian and Project Revolution. Following the IP Sale Agreement,
 8 individuals began earning salaries from Temujin Delaware (rather than Project Revolution) and
 9 receiving equity in Temujin Cayman (instead of Eian).

10 114. Aside from Abittan, the entire Findora team transferred to Temujin Cayman and
 11 Temujin Delaware. The continuation of Findora was so seamless that the corporate change went
 12 undisclosed to employees, consultants, and advisors associated with the Blockchain Project for
 13 months. When, for example, one individual noticed the change—nearly three months later—
 14 Benjamin Fisch (the CTO of Temujin) responded: “Findora is simply a rebranding of Eian. We
 15 hadn’t done any PR on Eian so it was safe to change the name, and Findora is a much better name
 16 than Eian. We should have notified you!”

17 115. In September of 2020—more than a year after the purported IP Sale Agreement—
 18 one engineer wrote to Chao: “Since my current contract was signed with Project Revolution fund
 19 [sic] and Eian Labs, and I don’t have an explicit contract with Temujin Labs, I’d appreciate a letter
 20 stating that I have been a contractor for Temujin Labs since X and state the relation between Project
 21 Revolution Fund, Eian Labs and Temujin Labs.”

22 116. There was no substantive difference between Eian, Project Revolution, and the new
 23 Temujin entities. The general managers, officers, directors, employees, consultants, and advisors
 24 remained the same. The assets, purpose, and business plan remained the same. Indeed, the only
 25 change was the exclusion of Abittan and the usurpation of his interests in the Blockchain Project.

26 117. In sum, Temujin Cayman was the mere continuation of Eian and Project Revolution.
 27 Temujin Cayman, and its wholly owned subsidiary Temujin Delaware, are essentially the same

1 business as Eian/Project Revolution, run by the same people, creating the same product, under a
 2 new brand name. Temujin Cayman continued, without change or interruption, the Blockchain
 3 Project. At all relevant times, Temujin Cayman and Eian/Project Revolution have maintained such
 4 a unity of interests that treating them as separate entities only serves to unjustly exclude Abittan
 5 and steal his interests in the Blockchain Project.

6 **L. Chao and Ding Quietly Shut Abittan Out of His Own Company, While Defrauding**
 7 **Abittan as to the Credit Card Debt**

8 118. After fraudulently inducing Abittan into signing the July 3, 2019 paperwork, Chao
 9 and Ding set to work shutting Abittan out of his own company.

10 119. In or about the first week of July 2019, Chao and Ding caused Temujin Cayman to
 11 enter into a written employment contract with Lu to serve as Temujin Cayman's (rather than Eian's)
 12 Chief Executive Officer. At around the same time, they caused Fisch to enter into a written
 13 consulting agreement with Temujin Cayman.

14 120. In mid-July 2019, Chao and Ding caused a new Findora website to be put up. Abittan
 15 noticed that he was not on the new website and asked Chao more than once to fix the issue. Chao
 16 brushed him off by insisting it was just a draft website that would be updated in due time.

17 121. At about the same time, Chao and Ding cut off Abittan's access to his Eian email
 18 account. Again, Abittan informed Chao, and Chao brushed him off.

19 122. As the Temujin Cayman transactions were happening, Abittan continued to demand
 20 payment of his credit debt, but Chao continued to string him along.

21 123. On July 10, 2019, Chao promised in a text message that her sister Selena would
 22 make an \$85,000 payment that same day. No payment ever came.

23 124. On July 28, 2019, Chao promised again that she would transmit money that same
 24 day. Again, no payment ever came.

25 125. In August 2019, Abittan learned of a lawsuit in New York relating to the
 26 \$365,622.60 outstanding credit card debt on the Project Revolution Fund American Express
 27 account. Abittan texted Chao immediately. Chao responded that it was her priority and that she

1 would make things right. Abittan sent Chao his bank account wiring information and a screenshot
 2 showing his credit rating dropping by more than 150 points. Chao brushed Abittan off and told him
 3 not to bother her.

4 126. Abittan continued to demand payment on the credit card debt through December
 5 2019. Chao promised Abittan that she would arrange to have the debt paid by December 31, 2019.
 6 Relying on those representations, Abittan agreed to make full payment to American Express by that
 7 date. Specifically, Abittan hired Chesky Monk to negotiate a payment agreement with American
 8 Express to dispose of the debt and resolve the lawsuit against Abittan pertaining to that debt.

9 127. Chao, however, had no intention of honoring her promise. Instead, she asked Abittan
 10 to fly to California to meet with her and a “rich” and “powerful” friend who was supposedly an
 11 experienced investor worth hundreds of millions of dollars. According to Chao, that friend was
 12 going to somehow take care of the credit card debt in conjunction with an investment into Findora.

13 128. On December 29, 2019, Abittan flew to the Bay Area and was instructed to meet
 14 Chao at a restaurant called Dim Sum King in Daly City. Chao and Ding’s whole family were there,
 15 including Selena Chen, and the supposedly powerful businessman, named Yang Yang. Chao
 16 presented Abittan with a separation agreement whereby Abittan would be paid \$190,000 in
 17 exchange for separating from Eian. The counter-signatory on the separation agreement was to be
 18 Xilei Wang—a strawperson whom Chao and Ding had previously entrusted to act as their agent.
 19 Abittan refused to sign the agreement and told Chao to pay him back the credit card debt either
 20 using some of the money from the \$50,000,000 investment she claimed she had secured or by
 21 taking out a loan.

22 129. Ultimately, Chao did not pay the American Express debt by December 31, 2019 as
 23 promised. Abittan was forced to make a payment of \$183,982.21 so that his ongoing business
 24 RealTime would remain in good standing. Abittan was later served with a New York complaint by
 25 American Express regarding a \$365,622.60 outstanding balance on the Project Revolution account.
 26 That action remains pending. Likewise, the \$85,552.31 debt on the Chase credit card for JVI
 27

1 remains unresolved. In addition, Abittan incurred approximately \$23,000 in business expenditures
 2 (like Abittan's flights and hotel stays for Findora work) that have not been reimbursed as promised.

3 130. Chao and Ding also eliminated Abittan's rightful access to the business, while lying
 4 to Findora's executives and employees about Abittan's absence. Defaming Abittan, Chao told Lu
 5 and Fisch that Abittan had made false promises to investors and that his departure from Findora
 6 and sporadic subsequent appearances were no cause for alarm. Chao falsely told investors and
 7 employees that Abittan was not a major owner of Findora and that Abittan was lying when he
 8 claimed to be a founder.

9 131. Meanwhile—in text messages with Abittan and his father from January through
 10 June 2020—Chao and Ding made additional misrepresentations. They repeatedly admonished
 11 Abittan not to share information with anyone at Findora, particularly with Lu and Fisch. On
 12 information and belief, Chao and Ding knew that they had made materially misleading and
 13 inconsistent statements to Abittan, on the one hand, and to Lu and Fisch on the other hand.
 14 Therefore, communications between Abittan, Lu, and Fisch were likely to reveal Chao's and Ding's
 15 misconduct and fraud. Chao ultimately blocked messages from Abittan but continued to take
 16 messages and have phone calls with Abittan's father.

17 132. By September 2020, employee dissatisfaction at Findora had escalated due to
 18 concerns over a lack of transparency and (accurate) beliefs that Chao and Ding were engaging in
 19 misconduct.

20 133. Ultimately, as a result of concerns about how Findora was being run, the majority
 21 of the Blockchain Project engineering team, including its Chief Executive Officer and Chief
 22 Technology Officer, resigned.

23 134. At the same time, Abittan's father called Chao and demanded that she call Abittan
 24 to work things out. Abittan's father suggested that, if she did not, Abittan would have no recourse
 25 aside from litigation.

26 //

27 //

1 **M. Abittan Begins to Discover the Extent of the Fraudulent and Illicit Conduct by Chao,**
 2 **Ding, and Their Co-Conspirators**

3 135. Abittan subsequently discovered that Chao, Ding, and their Co-Conspirators had
 4 engaged in ongoing illicit, fraudulent, and racketeering conduct, ultimately harming Abittan.
 5 Abittan discovered these facts through an ongoing investigation into Chao and Ding, speaking with
 6 former Findora executives and employees, and reviewing documents filed in litigation.

7 i. Fraudulent Documents

8 136. Chao had fraudulently induced Abittan to sign documents that Chao and Ding (and
 9 their co-conspirators) then used to purportedly transfer Eian's assets—which are not identified with
 10 specificity, but which Chao and Ding led everyone to believe meant Findora's name and blockchain
 11 technology—to a new company called Temujin Labs Inc. But—in addition to the fraudulent
 12 inducement—the documents were sloppy and inconsistent. On July 2, 2019, Chao and Ding created
 13 two entities with identical names: (1) Temujin Labs Inc. in Delaware ("Temujin Delaware"); and
 14 (2) Temujin Labs Inc. in the Cayman Islands ("Temujin Cayman").

15 137. Chao and Ding have now produced a "Unanimous Action of Members" ("UAM"),
 16 dated July 3, 2019, stating that Eian owed \$300,000 to Temujin Labs Inc. but lacked "sufficient
 17 assets" to repay that debt. The document then purports to authorize Eian to sell its assets to Temujin
 18 Labs Inc. for \$1 and a discharge of the \$300,000 debt. Defendants have not explained the following
 19 inconsistencies:

- 20 • In federal filings, the defendants have repeatedly stated that Temujin Delaware and
 21 Temujin Cayman are distinct entities (*see* Temujin Delaware's Motion to Dismiss
 22 at 12) yet the UAM does not specify which Temujin Labs Inc. was owed the
 23 \$300,000 debt from Eian.
- 24 • It is unclear how or why, on July 3, 2019, Eian owed \$300,000 to an entity formed
 25 one day prior on July 2, 2019.
- 26 • It is unclear why Temujin Labs Inc. would pay consideration of \$300,001 to
 27 purchase Eian's assets, where the UAM states that Eian "has no sufficient assets to

1 repay the [\$300,000] Debt” to Temujin Labs Inc. Nor does the UAM identify the
 2 assets being sold with any specificity. In other words, the UAM states that Temujin
 3 Labs Inc. is providing \$300,001 in exchange for nothing.

- 4 • On its face, the UAM purports to be signed by 2 members of Juniper Venture
 5 Partners LLC (Eian Labs’ majority owner): (1) Fourhair LLC; and (2) Ariel M.
 6 Abittan. The signatory for Fourhair LLC was Guanghua Liang as CEO. But Chao
 7 and Ding have never introduced Abittan to Guanghua Liang or otherwise confirmed
 8 that person’s identity;
- 9 • There is no text showing that the first page with substantive provisions was actually
 10 affixed to the signature page. Both pages lack page numbers, and the signature page
 11 lacks any text other than the date and signature blocks;
- 12 • Defendants have not produced an original copy of the UAM;
- 13 • The UAM states that “Eian Labs is authorized to enter into a settlement and mutual
 14 release agreement as well as asset purchase agreement with the Creditor, the forms
 15 of which are set forth on Exhibit A attached here to.” However, counsel for Temujin
 16 Cayman, Temujin Delaware, Chao, and Ding filed with the federal court a copy
 17 excluding the referenced “Exhibit A” and have never produced another copy with
 18 the Exhibit A; and
- 19 • On its face—and without the missing “Exhibit A”—the UAM is not a sales
 20 agreement and does not effect a transaction between Temujin Labs Inc. and Eian.
 21 Rather, it authorizes a transaction pursuant to other papers.

22 138. Furthermore, in lieu of the missing “Exhibit A”—which should be a settlement and
 23 mutual release agreement and asset purchase agreement—Temujin Delaware filed in the Federal
 24 Action an “Intellectual Property Sale Agreement” (“IPSA”) between Eian as seller and Temujin
 25 Cayman as purchaser. That document contradicts the “UAM” in multiple ways:

- 26 • The IPSA is dated August 12, 2019, without any explanation as to why it was not
 27 attached to the UAM or as to the inconsistent dates;

- The metadata of the IPSA indicates that it was actually drafted on December 17, 2020, more than one year **after** it was purportedly executed;
- The IPSA lists assets that Eian is selling, whereas the UAM stated that Eian lacked sufficient assets to pay a \$300,000 debt to Temujin Cayman;
- Contrary to the UAM, the IPSA does not refer to any debt owed by Eian to Temujin Cayman (or Temujin Delaware); instead it states that Temujin Cayman would pay \$300,000 to Eian in exchange for Eian's assets, contrary to the UAM's statement that Eian lacked assets.

ii. Obfuscating True Identities, Concealing Assets, and Evading Service of Process

10 139. Throughout this multi-year scheme, Plaintiff was lulled into trusting Chao and Ding
11 by their grandiose displays of wealth and plausible (but likely false) relationships with China's
12 most elite businesspeople.

13 140. Since litigation began, however, Plaintiff continues to uncover the extent of Chao
14 and Ding's malfeasance, including their intentional use of false names to purportedly avoid
15 detection by the Chinese government and service of process. For example, Chao and Ding have
16 attempted to restrict their counsel from using their names in court filings (even in routine
17 stipulations), and they have suggested that Plaintiff has confusion as to their identities.

18 141. But Plaintiff spent thousands of hours working with Defendants to buy and sell high-
19 value watches, to seek and obtain millions of dollars from investors, to recruit prestigious
20 cryptographers, and to build a successful fintech company. Hundreds of these hours were spent
21 face-to-face—most frequently at Defendants’ house located at 69 Isabella Ave.—with numerous
22 witnesses present, including employees and Defendants’ own children.

23 142. Until their relationship soured in 2020, Chao and Ding frequently invited Abittan to
24 their home, 69 Isabella Ave—a house worth nearly \$25,000,000. On approximately twenty (20)
25 separate occasions, Abittan spent the night at 69 Isabella Ave., and sometimes brought his wife and
26 children. Each time Abittan visited, Chao and Ding were present at their home, which they shared
27 with their two young children; Chao’s sister, Selena Chen; and their long-time driver, Jianrong

1 Wang. Chao's and Ding's children attended Sacred Hearts Schools, Atherton, located just one mile
 2 from 69 Isabella Ave. At all times, Chao and Ding held 69 Isabella Ave. out as their primary
 3 residence, always referring to it as their house when speaking with Abittan.

4 143. Chao and Ding frequently hosted work sessions at their house, during which time
 5 Chao referred to 69 Isabella Ave. as "the Clubhouse." In reality, the Clubhouse was just another
 6 display of wealth that lured Abittan and others into trusting in Chao's and Ding's representations
 7 of business acumen and connections. The Clubhouse was a central tool in their fraudulent scheme
 8 to convince numerous sophisticated people into working for substantially less than they bargained
 9 for and signing away rights to Findora in exchange for equity in an empty company, Eian.

10 144. Despite Abittan's close relationship with Chao and Ding, they have since contended
 11 in this action that he suffers from a confusion of identities—a confusion that exists, if at all, as a
 12 direct result of Chao's and Ding's misidentification tactics. And yet, while hiding from litigation
 13 by Abittan, Chao and Ding acted as the "principal client representatives" of Temujin Delaware to
 14 file specious litigation against Abittan and others in California state court. Upon information and
 15 belief, Temujin Delaware serves no other purpose, other than acting as the plaintiff in that meritless
 16 litigation. Specifically, Abittan has never entered into any contracts with Temujin Delaware, and
 17 by its own admission, Temujin Delaware has never had any interest in Findora. Yet Chao and Ding
 18 have caused Temujin Delaware to sue Abittan in state court.

19 145. Furthermore, on December 3, 2021, a person by the name of Yuting Chen initiated
 20 the Related Federal Action against Abittan—as well as Abittan's father, mother, wife, siblings,
 21 mother-in-law, and father-in-law—for causes of action in relation to Chao's, Ding's, and Abittan's
 22 luxury watch transactions. As alleged above (*see ¶¶ 16, 17*), Abittan knows "Yuting Chen" only as
 23 a name used by Chao on bank accounts, mailing addresses, and leases.

24 146. On information and belief, a separate person by the name of Yuting Chen has been
 25 coordinating with Chao and Ding to engage in the conduct alleged herein. Yuting Chen has assisted
 26 Chao and Ding to use Yuting Chen's identity to defraud Abittan (and others), conceal assets, and
 27

1 obfuscate the ability for Abittan (and others) to find Chao's identity's or pursue appropriate
2 remedies for Chao's and Ding's unlawful conduct.

3 147. For the avoidance of doubt, the following is a picture of Chao, with whom Abittan
4 interacted in person for hundreds of hours:



16 148. For the avoidance of doubt, the following is a picture of Ding, with whom Abittan
17 interacted in person for hundreds of hours:



1 149. Abittan does not have a picture of Yuting Chen. On information and belief, Abittan
2 alleges that Yuting Chen is a separate individual who knowingly took part in Chao's and Ding's
3 fraudulent and unlawful conduct that damaged and continues to damage Abittan. Abittan bases this
4 allegation on, *inter alia*, the various ways Chao has used the "Yuting Chen" name; the fact that
5 Chao made misrepresentations to Abittan that wrongfully induced Abittan to wire or deposit money
6 into a bank account under the name "Yuting Chen"; and that Abittan faces a lawsuit by Yuting
7 Chen (the Related Federal Action) despite never having knowingly met or conducted business with
8 another person (other than Chao) associated with that name.

iii. Creating Sham Entities to Fake Investors and Aid in the Fraudulent Scheme

10 150. On September 18, 2018, Ding created at least four new entities to aid in his and
11 Chao's theft of Findora: JV Partners, JV Holdings, Fourhair and Lakeside.

12 151. Specifically, upon information and belief, Ding simultaneously created Fourhair to
13 co-own JV Partners with Abittan, and then used JV Partners and Lakeside to further remove Abittan
14 from Eian by backdating share purchase agreements so that Abittan was not a direct shareholder in
15 Eian, despite the Partnership terms of co-ownership. Ding told Abittan that Lakeside was Jack Ma's
16 wife's entity and that Fourhair was owned by a Chinese investor. In reality, Fourhair, Lakeside, JV
17 Partners, and JV Holdings were created by Chao and Ding to serve as shell companies in their
18 criminal enterprise and to facilitate their tortious conduct and breaches against Abittan.

19 152. Upon information and belief, JV Holdings was also used to retroactively legitimize
20 Powerscale Capital. The mission of Powerscale Capital—which was formed on August 2, 2018 and
21 thereafter registered with the Securities Exchange Commission (“SEC”)—was to serve Findora as
22 an investment adviser, focusing on an endowment style investment program. The “owners” of
23 Powerscale Capital, according to the fund formation documents filed with the SEC, are John
24 Powers and JV Holdings. And yet, the term sheet with John Powers says that his co-owner is
25 JuniperVC—a reference to the Partnership between Abittan and Ding/Chao. The term sheet also
26 references the cancellation of an employee contract with JuniperVC, but, upon information and

1 belief, John Powers only had an employee contract with Project Revolution. The interchanging use
 2 of entity names further highlights the fraudulent tactics of Chao and Ding.

3 153. Abittan also discovered that Chao and Ding tried to alter the ownership interests in
 4 JV Partners in order to finalize pushing Abittan out of Findora. Upon information and belief, Chao
 5 and Ding forged Abittan's signature on a document titled "Amendment No. 1 to Operating
 6 Agreement" ("Amendment"). The Amendment purported to admit a new majority member to JV
 7 Partners—Yang Yang—for a \$4,000 capital contribution. In essence, the Amendment purports to
 8 dilute Abittan's interest in JV Partners from 50% to 33.3%, in exchange for nothing.

9 154. Upon information and belief, there are at least three other entities that Chao and
 10 Ding formed, which have been used as part of Chao and Ding's scheme, specifically: (1) Black
 11 Cobble Rideshare Funding LLC, which Ding had Abittan form as the sole member; (2) Powerscale
 12 Capital Fund LP, which was formed in the Cayman Islands in connection with Powerscale Capital
 13 Management LLC; and (3) Smart Investment Fund LLC, which was purportedly formed in
 14 connection with a trademark application by Chao's and Ding's driver, Jianrong Wang using an Eian
 15 email address. Upon information and belief, these entities were formed and utilized by Chao and
 16 Ding as shells created for the purpose of hiding Chao's and Ding's identities and assets to avoid
 17 the consequences of their fraud.

18 iv. Lying to Investors and Current and Former Findora Employees While Denying
 19 Abittan's Role in Findora

20 155. Chao and Ding lied to anyone and everyone in order to continue and hide their fraud.
 21 After they shut Abittan out of Findora, took away his access to his emails, and removed him from
 22 the Findora website, Chao and Ding (or one of their agents) reported Abittan's LinkedIn profile—
 23 which identified Abittan as the Founder and President of Findora—for containing "inaccurate
 24 information." As a result of Chao and Ding's false report, LinkedIn removed the Findora
 25 information and titles from Abittan's profile.

26 156. As Abittan's hires began leaving in droves, investors started asking questions.
 27

1 157. One potential investor asked: “What about the resignation of Findora’s three
 2 Stanford founders.” The operator of the @findoraen account replied: “We don’t have 3 Stanford
 3 founders on resignation.” In reality, more than a dozen members of the engineering team (including
 4 the Stanford co-founders) had departed Findora.

5 158. Another potential investor responded: “someone claims that they have left the team.”
 6 The owner of @findoraen replied: “Two cofounders Stanford phd students.” Of course, as
 7 Defendants’ own judicial admissions reveal, these individuals were not just students, but were in
 8 fact the CEO and CTO/Chief Scientist of the company. The response does not mention the fact that
 9 the vast majority of Findora employees, including these co-founders and the majority of the
 10 engineering team had quit because of Chao and Ding’s obvious fraudulent conduct.

11 159. A potential investor replied: “student? lol.” The owner of @findoraen replied: “John
 12 Powers, Stanford MBA and former CEO SMS, passed away this year unfortunately. He is a class
 13 act and we remember him for ever! [sic] We have Paul Scherer, Stanford MBA and executive on
 14 iNDORA [sic] FOUNDATION. He is active and healthy.” This was a non-sequitur meant to
 15 deceive investors into thinking that, despite the departures of the most essential Findora employees,
 16 the truly important individuals from Stanford remained.

17 160. A potential investor responded: “I suggest official announcement from the team to
 18 calm investors down as many are claiming now core members of FINDORA quite [sic] the project.”
 19 A Findora representative responded: “Not true. And we will. We don’t really want to make an
 20 announcement too soon. Let’s have this rumor fly for a while [sic]: it’s a strong PR to draw
 21 attention.” This was blatantly false given that the CEO, CTO and Chief Scientist, and engineering
 22 team had departed, yet Findora representatives have repeatedly told investors that these individuals
 23 were not part of the “core” team.

24 161. The owner of @findoraen then reminded investors that the two Stanford Ph.D.’s
 25 previously mentioned were just students, before stating: “We have real engineering teams of
 26 engineers and cryptographers and application developers”—as if to cast the departure of the most
 27

1 important Findora employees as two summer interns leaving while the remainder of the team
 2 remained intact.

3 162. In another mid-December 2020 Telegram thread, one potential investor stated: “I
 4 am ready to purchase option D but you have no [sic] clarified who the co founders [sic] are?” A
 5 Findora representative responded by pointing the investor to info.findora.org. The potential
 6 investor responded: “But when looking at other findora sources [d]ifferent co founders [sic] come
 7 up which is very confusing[.] I am interest [sic] in the project just wanted to clarify this before
 8 buying. Findora co-founders (and Stanford cryptographers), Ben Fisch and Benedikt Bunz, together
 9 with Alan.” A Findora representative responded: “thanks for your concerning [sic] our team and
 10 our team have [sic] been updating and re-construction [sic].” As described above, this response was
 11 false and misleading.

12 163. The potential investor responded: “So the other guys are they still there in the team
 13 or not[,] Ben F and Benedikt[?]” Chao responded directly: “I think if you want to build the best
 14 projects,you [sic] need to find the best person and the best team members.so [sic] team members
 15 upgrade [sic] to the best one. They [referring to Ben and Benedikt] are PHD students.their [sic]
 16 priority should be their research.J they are not with Findora.” This was false and misleading for the
 17 same reason that the Findora representative’s statements above were false and misleading.

18 164. The operators of the Findora Telegram account sought to create a false narrative that
 19 the reason these employees left was to focus on their studies at Stanford. They have also allowed
 20 another false (and inconsistent) narrative to propagate the feed, which is that the real reason Lu,
 21 Fisch, and others left Findora was to found a competing company, as detailed in the specious
 22 complaint Defendant Temujin filed against Abittan, Lu, and Fisch in Santa Clara County.

23 165. Many other potential investors have also been concerned. One asked: “What
 24 happened to the stanford crypto guys like Ben en [sic] benedict?” Another asked: “What has
 25 changed since the Stanford people left[?]” And these are just a small sampling of a continuing
 26 dialogue on the @findoraen telegram account.³ Findora never revealed the truth to these potential

27 ³ Defendants’ fraud has become apparent to the outside world, as a recent Chinese-language
 28

1 investors either and simply sought to perpetuate the falsehood that Findora was a legitimate
 2 company with an all-star team of highly respected and honest cryptographers.

3 166. Anytime any person questioned why Abittan or other employees left Findora, Chao
 4 and Ding (or one of their agents) deleted the question and blocked the user from the Telegram
 5 channel.

6 167. In addition to lying to investors, Chao and Ding embezzled investor money.

7 168. On information and belief, Chao directed members of Findora's team in China to
 8 wire significant sums of money to an e-commerce company called Xipin Group ("Xipin"). U.S.
 9 management that they were not aware of any legitimate purpose for these transactions. Neither
 10 Abittan nor anyone else to Abittan's knowledge was aware of any legitimate purpose for these
 11 transfers.

12 169. On information and belief Chao controls Xipin either directly or indirectly. The
 13 Xipin website contains some overlap with prior Findora employees, including Paul Scherer – who
 14 is listed as Chief Strategy Officer under the alias Paul Xie.⁴

15 170. Abittan is informed and believes and thereon alleges that Chao raised millions of
 16 dollars on behalf of Findora in private financings, which she then transferred to a personal Binance
 17 account. Chao did not seek authorization from Temujin's CEO or from Abittan for the unauthorized
 18 transfer.

19 171. Abittan is informed and believes and thereon alleges that Chao also directed
 20 Powerscale to invest \$5,000,000 in Xipin. Although JV Holdings (or JuniperVC) is the majority
 21 owner of Powerscale, Chao and Powerscale never informed Abittan of this transaction, which he
 22 learned about from third parties. Abittan never authorized this transaction and is not aware of JVI,
 23 JV Holdings, or Juniper VC having authorized it.

24 //

25 //

26
 27 exposé revealed. See <https://fdhdtcuzqg5elz7fa3omssakmq-adwhj77lcyoafdy-zhuanlan-zhihucom.translate.goog/p/337834014>.

28 ⁴ https://mp.weixin.qq.com/s/k6XLrUAY4G_GWi0xCz6eBQ

v. Obtaining a Covid PPP Loan for Temujin Delaware

172. Chao and Ding also used their sham entities to steal money from the government during the Covid 19 crisis by improperly and fraudulently applying for a Paycheck Protection Program (“PPP”) loan.

173. On April 11, 2020, Temujin Delaware applied for and received a PPP loan in the amount of \$383,637.

174. On March 31, 2021, Temujin Delaware applied for and received a PPP loan in the amount of \$208,370.

175. Upon information and belief, Temujin Delaware did not and could not have legitimately qualified for either PPP loan. Upon information and belief, Temujin Delaware did not have any employees and did not have a 25% reduction in gross receipts. Therefore, the money was not necessary for Temujin Delaware's continued operation.

vi. Using Abittan's Credit Cards to Pay Chao's and Ding's Share of Partnership Expenses

176. Once Abittan and Ding (and/or Chao) agreed to partner on a particular watch, Abittan always wired or deposited his 50% of the cost to Ding or Chao. On many occasions, Abittan also simultaneously prepaid the profits from an anticipated sale. Ding and Chao never sent a watch to Abittan prior to receiving Abittan's share of the costs.

177. Ding and Chao initially paid their share of costs directly; however, as detailed above, Ding and Chao eventually began misusing Abittan's credit cards to pay their share of the costs. Ding and Chao promised to pay off the balance of Abittan's credit card but ultimately reneged on this promise.

178. If Abittan sold a Partnership watch (and had not already pre-paid Ding and Chao's profits), Abittan always sent Ding and Chao's share of the profits upon collection of the funds from the ultimate buyer.

179. By contrast, each time Ding and Chao claimed to sell a Partnership watch, Ding and Chao failed to distribute Abittan's share of the proceeds. Instead, Ding and Chao elected to

1 “rollover” Abittan’s profits into a new Partnership watch. Abittan never saw these new watches.
 2 Nor did Abittan ever collect the proceeds from the sales of any such watches. Indeed, over the
 3 course of the Partnership, Abittan never received *any* incoming payment from Ding or Chao for
 4 profits earned from a luxury watch sale.

5 180. Moreover, in May 2019, Ding and Chao claimed that they had invested the sale
 6 proceeds for certain watches—including Plaintiff’s 50% share of those profits—into a separate
 7 business consisting of multiple entities that Plaintiff, Ding, and Chao had begun working on in
 8 December 2017. In other words, Ding and Chao diverted Plaintiff’s money without his prior
 9 consent.

10 181. There are approximately twenty-four unaccounted for watches—or, in the alternative,
 11 the costs of, or profits from, these watches—in which Abittan has at least a 50% ownership interest.
 12 The total amount of principal that Abittan invested in these watches is approximately \$1,139,270.

13 182. The present value of the unaccounted-for watches is nearly eight times greater than
 14 the principal value of those watches. Accordingly, Abittan’s 50% interest in these watches exceeds
 15 \$8,000,000.

ALTER EGO / COMMON ENTERPRISE LIABILITY

17 183. As detailed above, Chao and Ding created at least the following entities as part of
 18 their fraudulent scheme to steal Findora and embezzle millions from Abittan and other investors
 19 (referred to hereafter as the “Common Enterprise Entities”):

- 20 a. JVI
- 21 b. Project Revolution
- 22 c. Eian
- 23 d. Powerscale
- 24 e. JV Holdings
- 25 f. JV Partners
- 26 g. Lakeside Garden
- 27 h. Fourhair

- 1 i. Temujin Delaware
- 2 j. Temujin Cayman
- 3 k. Smart Investment Fund
- 4 l. Powerscale Capital Fund
- 5 m. Black Cobble Rideshare Funding

6 184. Despite using strawpersons, including, but not limited to, Guanghua Liang, Yang
 7 Yang, Jianrong Wang, Xilei Wang, Selena Chen, and Alex Wang (who Ding even admitted to
 8 Abittan was not a real person) (the “Common Enterprise Agents”) to effectuate their fraud, Chao
 9 and Ding controlled the Common Enterprise Entities.

10 185. Upon information and belief, Chao and Ding’s common enterprise used only one
 11 bank account in the name of JVI and two credit cards in JVI’s and Project Revolution’s names. The
 12 entities all commingled employees, officers, directors, and office space, including use of 69 Isabella
 13 Ave., which is leased to “Yuting Chen.” Investors sent money only to JVI, which was used to pay
 14 salaries of Project Revolution employees, in exchange for equity in Eian. None of the Common
 15 Enterprise Entities maintained corporate formalities, and upon information and belief, nearly all
 16 failed to take any steps to finalize corporate formation, such as issuing shares or executing an
 17 operating agreement. Chao and Ding repeatedly asked employees to sign contracts with multiple
 18 organizations and would often identify one entity in a contract that gave rights to a second,
 19 seemingly unrelated, entity. Ding once told Abittan that the various entities were for “internal” use
 20 only, and that no one would ever know about the formation of the shells. The Common Enterprise
 21 Entities that were known, however, were all referred to colloquially as Findora. And above all,
 22 Chao and Ding controlled everything.

23 186. The Common Enterprise Entities identified herein have such a unity of interest with
 24 Chao and Ding (and their co-conspirators) that their separateness has ceased and holding only the
 25 Common Enterprise Entities liable will result in injustice. The Common Enterprise Entities were a
 26 mere tool or business conduit of Chao and Ding while acting as Abittan’s partners. Specifically,
 27 co-mingling of funds occurred, and diversion of Partnership profits to individuals or other entities

1 occurred. The Common Enterprise Entities were inadequately capitalized. There was a failure to
 2 keep appropriate corporate records. And there was a failure to keep personal or other entity assets
 3 separate. There were representations made that the Common Enterprise Entities were one and the
 4 same and that they were all backed by Chao and Ding.

5 187. In sum, the Common Enterprise Entities, as controlled by Chao and Ding, are a
 6 single business enterprise because they are not operated as separate entities but instead they pool
 7 their resources to achieve common goals—Findora. The Common Enterprise Entities had common
 8 employees, offices, centralized accounting, payment for the wages of the other entity's employees
 9 and the use of the same business name. Employees of one entity provided services to the other
 10 entities. Funds were transferred between the companies without sufficient documentation. Profits
 11 and losses were shifted between the companies in a manner that is not properly documented.

12 188. Moreover, Chao and Ding used the Common Enterprise Entities as a sham to
 13 perpetrate fraud. The Common Enterprise Entities existed simply to defraud Abittan, employees,
 14 investors, and other people by inducing them into contracts where misrepresentations were made
 15 which were material, which caused that person to enter into the contract on the basis of the
 16 misrepresentation, and which caused damage to that person.

17 189. Chao and Ding caused the Common Enterprise Agents to form the Common
 18 Enterprise Entities for the express purpose of defrauding Abittan and others. At all times material
 19 to this cause of action, the Common Enterprise Agents were a principal, agent, and/or employee of
 20 Chao and Ding, and were at such times, acting within the full course, scope, and authority of their
 21 positions with Chao and Ding, therefore imputing liability for their negligent and wrongful acts and
 22 resulting damages as outlined herein under, *inter alia*, the principles of respondeat superior, the law
 23 of agency, the laws of California, and/or the laws of the United States.

24 190. To treat each of these entities as separate—and to treat the Common Enterprise
 25 Agents separate from Chao and Ding—would result in injustice. Moreover, to allow Chao and Ding
 26 to use the corporate structure that they put into place for the precise reason of obfuscating their
 27
 28

identities and avoiding the consequences of their fraud would be rewarding Chao and Ding's wrongdoing and bad faith conduct.

191. Accordingly, the Common Enterprise Agents and the Common Enterprise Entities acting in concert with Chao and Ding should be held jointly and severally liable with Chao and Ding for the damages occasioned by Chao and Ding's fraudulent activities.

FIRST CAUSE OF ACTION

Breach of Fiduciary Duty

(Against Chao)

192. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

193. On or around August of 2017, Abittan, Ding, and Chao entered into a valid oral and/or implied partnership agreement to buy and sell luxury watches. *See* Corp. Code § 16202. By January of 2018, the Partnership's primary business purpose had evolved to the formation and creation of the Blockchain Project.

194. Pursuant to the terms of the partnership agreement, Abittan owns 50% of the Partnership. Ding and Chao, collectively, own the other 50% of the Partnership. By their express oral terms, and/or implied by their conduct, Abittan and Ding/Chao, respectively, agreed to contribute 50% of the Partnership's expenses (such as the cost of a luxury watch), and, eventually, to make an initial investment of \$50,000 in the Blockchain Project. Abittan and Ding/Chao each had a 50% interest in the Partnership's assets, profits, and losses.

195. The essential terms of the oral and/or implied partnership agreement were acknowledged and affirmed by Ding and Chao and Abittan through, *inter alia*, the formation of a Juniper Ventures Incorporated, which retained Abittan's and Ding/Chao's (albeit through an agent of Ding and Chao's choosing) 50% interest in the Partnership's Blockchain Project. The Partnership was further acknowledged and affirmed by Ding/Chao's and Abittan's mutual performance under the Partnership agreement, including their respective contributions of \$50,000 into the Blockchain

1 Project, the payment of 50% of watch costs, and the remittance and acceptance of 50% of watch
 2 profits.

3 196. As a partner in the Partnership, Chao, at all relevant times, owed Abittan the
 4 fiduciary duties of disclosure, loyalty, and care. Pursuant to such fiduciary duties, Chao was
 5 required to act in the utmost good faith towards Abittan and to avoid acts and omissions adverse to
 6 Abittan. Chao was, further, required to act lawfully in conducting activities with Abittan, to act
 7 with the utmost integrity as to the dissemination of information to Abittan, and to refrain from
 8 committing acts of waste or conversion, mismanagement, self-dealing, and/or gross negligence and
 9 causing damages to Abittan or otherwise harming, impeding, or violating Abittan's interests or
 10 rights.

11 197. By virtue of this fiduciary relationship, Abittan reposed trust and confidence in the
 12 integrity of Chao. Abittan relied on Chao to preserve, promote, and advance the best interests of
 13 the Partnership. Chao invited and accepted Abittan's trust, confidence, and reliance. Abittan
 14 provided no cause for Chao to act in any manner inconsistent with this fiduciary relationship.

15 198. Chao willfully and intentionally breached her fiduciary duties to Abittan, including
 16 the duties of disclosure, loyalty, and care, by, among other things:

- 17 a. fraudulently inducing Abittan into forming or being associated with shell companies
 18 that Chao and Ding claimed were legitimate subsidiary entities of the Partnership;
- 19 b. orchestrating the sale of Partnership assets away from the Partnership for zero
 20 consideration;
- 21 c. concealing the purpose of the sale of Partnership assets to the Common Enterprise
 22 Entities of which Chao and Ding were the general managers and officers;
- 23 d. self-dealing by using Abittan's credit cards to pay their share of Partnership
 24 expenses,
- 25 e. fraudulently benefitting from the sale of Partnership assets without disclosing their
 26 conflicts of interest;
- 27 f. retaining possession of Partnership assets for their own benefit; and

g. falsifying books and records to dilute Abittan's interest in the Partnership's assets and to divert, for their personal benefit, Abittan's share in the profits from the Partnership.

199. Chao intended to induce Abittan to rely on their fiduciary relationship, and in reasonable reliance thereon, Abittan was induced to and did continue his fidelity.

200. As a direct and proximate result of Chao's breaches of fiduciary duties described herein, Abittan sustained serious injury and damages for which relief is sought herein, according to proof.

201. The aforementioned conduct was intentional on the part of Chao for the purpose of depriving Abittan of property and legal rights and otherwise cause injury. In engaging in the foregoing conduct, Chao acted with malice, oppression, and fraud, warranting an award of punitive damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Aiding and Abetting Breach of Fiduciary Duty (Against Ding and Temujin Cayman)

202. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

203. As alleged above, Abittan and Chao and Ding entered into an oral and/or implied partnership, first, to buy and sell luxury watches and, second, to create the Blockchain Project as a business for commercial purposes.

204. From (and prior to) to incorporation, Temujin Cayman—through its general managers and officers, Chao and Ding—was aware of the Partnership. At all relevant times, Ding, individually and as an agent of Temujin Cayman, and Temujin Cayman (through its agents) knew that Chao was Abittan's partner and, as such, that Chao had a fiduciary relationship with Abittan, pursuant to which, Chao owed Abittan fiduciary duties, including the duties of disclosure, loyalty, and care.

1 205. Despite such knowledge, Ding, individually and as an agent of Temujin Cayman,
2 and, therefore, Temujin Cayman, materially aided and abetted Chao's breach of fiduciary duties by,
3 among other things:

- 4 a. conspiring and actively working with Chao to obtain Abittan's rights and interests
5 in Partnership assets, including the Blockchain Project, in exchange for no, or
6 inadequate, consideration;
- 7 b. knowingly participating in Chao's wrongdoing by facilitating fraudulent transfers
8 and self-dealing;
- 9 c. falsifying books and records, such as the purported loan from Eian Labs Inc., to
10 create the appearance of a valid sale of the Partnership's assets;
- 11 d. creating false legal documents, including the IP Sale Agreement
- 12 e. making fraudulent misrepresentations to Abittan about the purpose and effect of
13 Temujin Cayman's purported purchase of the Blockchain Project;
- 14 f. fraudulently inducing Abittan, via representations made by its general managers and
15 officers, into signing the UAM;
- 16 g. refusing—despite representations made by Temujin Cayman's general managers
17 and officers, Chao and Ding—to preserve Abittan's interests in the Partnership
18 Assets via the issuance of shares in Temujin Cayman;
- 19 h. removing Abittan's name from books and records to falsely portray to those doing
20 business with Abittan, or the Partnership and its affiliates, that Abittan was never a
21 founder of the Blockchain Project or affiliated with the Partnership;
- 22 i. instructing Temujin Cayman's (and its subsidiaries' and affiliates') employees to
23 remove Abittan as a connection on LinkedIn to delegitimize Abittan's claims of
24 ownership in the Partnership assets, including the Blockchain Project
- 25 j. condoning and directing its subsidiary, Temujin Labs Inc. (Delaware) to improperly
26 and fraudulently apply for a PPP loan for Chao's personal benefit

1 206. Ding, individually and as an agent of Temujin Cayman, and, therefore, Temujin
2 Cayman (through Ding and other agents) knew of Chao's breaches of fiduciary duties arising out
3 of the Partnership and actively participated by assisting Chao as described above.

4 207. As a direct and proximate cause of Ding and Temujin Cayman knowingly furnishing
5 substantial and material assistance to Chao, Chao was able to breach her fiduciary duties to Abittan.

6 208. As a direct and proximate result of Chao's, Ding's, and Temujin Cayman's wrongful
7 acts, Abittan has suffered consequential damages and foreseeable special damages of lost profits
8 and lost business opportunities that Ding, Chao, and Temujin Cayman were aware their misconduct
9 would directly and foreseeably cause Abittan to suffer.

THIRD CAUSE OF ACTION

Breach of Fiduciary Duty (Against Chao)

13 209. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
14 Complaint as though fully set forth herein and alleges the following cause of action.

15 210. Alternatively, or additionally, Abittan has an ownership interest in the Blockchain
16 Project pursuant to an oral and/or implied partnership agreement entered into by Abittan and Chao
17 and Ding, as general managers and officers of Temujin Cayman.

18 211. On or around July 3, 2019, Abittan and Chao—in her capacity as Temujin Cayman's
19 general manager and officer—entered into a valid oral and/or implied partnership agreement to
20 continue developing the Blockchain Project as a Cayman Islands entity, rather than domestic (the
21 "Cayman Partnership"). Pursuant to the terms of the Cayman Partnership, Abittan had up to a 50%
22 interest in the partnership and the partnership's assets, including the Blockchain Project.

23 212. The essential terms of the oral and/or implied partnership agreement were
24 acknowledged and affirmed by Temujin Cayman (through its agents), *inter alia*, by accepting
25 Abittan's performance of acts and conduct taken in furtherance of the Cayman Partnership,
26 including, *inter alia*, Abittan's purported transfer of the Blockchain Project—including Abittan's
27 personal interest—to Temujin Cayman for no consideration other than a new, mirrored interest in

1 the Cayman Partnership. The Cayman Partnership was continually reaffirmed over several months
 2 while Abittan and Temujin Cayman (through its agents, including Chao and Ding) worked together
 3 to benefit the Blockchain Project. Abittan's interest in the Cayman Partnership was further
 4 acknowledged, affirmed, and manifested by Abittan's publicly-known title—Founder and
 5 President of Findora.

6 213. As the general manager and officer of Temujin Cayman, a corporate partner in the
 7 Cayman Partnership, Chao, at all relevant times, owed Abittan the fiduciary duties of disclosure,
 8 loyalty, and care. Pursuant to such fiduciary duties, Chao was required to act in the utmost good
 9 faith towards Abittan and to avoid acts and omissions adverse to Abittan. Chao, was, further,
 10 required to act lawfully in conducting activities with Abittan, to act with the utmost integrity as to
 11 the dissemination of information to Abittan, and to refrain from committing acts of waste or
 12 conversion, mismanagement, self-dealing, and/or gross negligence and causing damages to Abittan
 13 or otherwise harming, impeding, or violating Abittan's interests or rights.

14 214. By virtue of this fiduciary relationship, Abittan reposed trust and confidence in the
 15 integrity of Chao, in her capacity as Temujin Cayman's general manager and officer. Abittan relied
 16 on Temujin Cayman, and Chao to preserve, promote, and advance the best interests of the
 17 partnership. Chao, on behalf of Temujin Cayman, invited and accepted Abittan's trust, confidence,
 18 and reliance. Abittan provided no cause for Chao, on behalf of Temujin Cayman, to act in any
 19 manner inconsistent with this fiduciary relationship.

20 215. Specifically, Chao, in her capacity as a general manager and officer of Temujin
 21 Cayman, has willfully and intentionally breached her fiduciary duties to Abittan, including the
 22 duties of disclosure, loyalty, and care, by, among other things:

- 23 a. fraudulently inducing Abittan to dilute his interest in the Blockchain Project then
 24 failing to memorialize Abittan's ownership interest in the Blockchain Project in
 25 writing and in accordance with their partnership agreement;
- 26 b. facilitating fraudulent transfers and self-dealing;

- 1 c. falsifying books and records, such as the purported loan from Eian Labs Inc., to
- 2 create the appearance of a valid sale of the Blockchain Project and other assets;
- 3 d. creating false legal documents, including the IP Sale Agreement and UAM;
- 4 e. making fraudulent misrepresentations to Abittan about the purpose and effect of the
- 5 IP Sale Agreement and UAM;
- 6 f. removing Abittan's name from books and records to falsely portray to those doing
- 7 business with Abittan and Temujin Cayman and its subsidiaries and affiliates, that
- 8 Abittan was never a founder of the Blockchain Project or affiliated with the
- 9 Partnership;
- 10 g. instructing Temujin Cayman's (and its subsidiaries' and affiliates') employees to
- 11 remove Abittan as a connection on LinkedIn to delegitimize Abittan's claims of
- 12 ownership in the Partnership assets, including the Blockchain Project; and
- 13 h. directing its subsidiary, Temujin Delaware, to file a specious lawsuit against Abittan
- 14 in an effort to legitimatize Temujin Cayman's theft of Abittan's partnership interest
- 15 and interest in the Blockchain Project.

16 216. Chao, while acting on behalf of Temujin Cayman, intended to induce Abittan to rely
17 on their fiduciary relationship, and in reasonable reliance thereon, Abittan was induced to and did
18 continue his fidelity.

19 217. As a direct and proximate result of Chao's breaches of fiduciary duties described
20 herein, Abittan sustained serious injury and damages for which relief is sought herein, according to
21 proof.

22 218. The aforementioned conduct was taken by Chao, in her capacity as Temujin
23 Cayman's general manager and officer, was intentional, for the purpose of depriving Abittan of
24 property and legal rights and otherwise cause injury, and constitutes despicable conduct that
25 subjected Abittan to cruel and unjust hardship and oppression in conscious disregard of his rights,
26 so as to justify an award of exemplary and punitive damages.

FOURTH CAUSE OF ACTION

Aiding and Abetting Breach of Fiduciary Duty

(Against Ding and Temujin Cayman)

219. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

220. As alleged above, Abittan and Temujin Cayman entered into the valid oral and/or implied Cayman Partnership.

221. At all relevant times, Temujin Cayman (through its agents) and Ding (individually and as an officer and manager of Temujin Cayman) knew that Temujin Cayman and Abittan were partners in the Cayman Partnership and, as such, that Chao, as an officer and general manager of Temujin Cayman, had a fiduciary relationship with Abittan, pursuant to which, Chao owed Abittan fiduciary duties, including the duties of disclosure, loyalty, and care.

222. Despite such knowledge, Temujin Cayman and Ding, individually and on behalf of Temujin Cayman, materially aided and abetted Chao's breaches of fiduciary duties by, among other things:

- a. conspiring and actively working with Chao to obtain Abittan's rights and interests in partnership assets, including the Blockchain Project, in exchange for no, or inadequate, consideration;
- b. knowingly participating in Chao's and Ding's wrongdoing by facilitating fraudulent transfers and self-dealing;
- c. falsifying books and records, such as the purported loan from Eian Labs Inc., to create the appearance of a valid sale of the Blockchain Project;
- d. creating false legal documents, including the IP Sale Agreement
- e. making fraudulent misrepresentations to Abittan about the purpose and effect of Temujin Cayman's purported purchase of the Blockchain Project;
- f. fraudulently inducing Abittan, via representations made by Ding and Chao, as general managers and officers of Temujin Cayman, into signing the UAM;

- 1 g. refusing—despite representations made by Chao on behalf of Temujin Cayman—to
- 2 preserve Abittan’s interests in the Blockchain Project via the issuance of shares in
- 3 Temujin Cayman;
- 4 h. removing Abittan’s name from books and records to falsely portray to those doing
- 5 business with Abittan, or Temujin Cayman and its affiliates, that Abittan was never
- 6 a founder of the Blockchain Project or affiliated with the Partnership;
- 7 i. instructing Temujin Cayman’s (and its subsidiaries’ and affiliates’) employees to
- 8 remove Abittan as a connection on LinkedIn to delegitimize Abittan’s claims of
- 9 ownership in the Blockchain Project;
- 10 j. condoning and directing its subsidiary, Temujin Delaware, to improperly and
- 11 fraudulently apply for a PPP loan for Chao’s and/or Temujin Cayman’s benefit.

12 223. Ding, individually and as an agent of Temujin Cayman, and, therefore, Temujin
 13 Cayman (through Ding and other agents) knew of Chao’s breaches of fiduciary duties arising out
 14 of the Cayman Partnership and actively participated by assisting Chao as described above.

15 224. As a direct and proximate cause of Ding and Temujin Cayman knowingly furnishing
 16 substantial and material assistance to Chao, Chao, acting on behalf of Temujin Cayman, was able
 17 to breach her fiduciary duties to Abittan.

18 225. As a direct and proximate result of Chao’s, Ding’s, and Temujin Cayman’s wrongful
 19 acts, Abittan has suffered consequential damages and foreseeable special damages of lost profits
 20 and lost business opportunities that Ding, Chao, and Temujin Cayman were aware their misconduct
 21 would directly and foreseeably cause Abittan to suffer.

22 **FIFTH CAUSE OF ACTION**

23 **Conversion**

24 **(Against Chao and Ding)**

25 226. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
 26 Complaint as though fully set forth herein and alleges the following cause of action.

1 227. As a partner in the Partnership, Abittan owned, possessed, and/or was entitled, at
 2 the time of conversion, to immediate possession of his share of the Partnership's personal property
 3 and assets—including dozens of luxury watches and the Blockchain Project—profits in a sum
 4 capable of identification, and all income derived therefrom.

5 228. Chao and Ding, individually and/or in their capacity as general managers and
 6 officers of Temujin Cayman, have intentionally taken possession of, transferred, and/or prevented
 7 Abittan from having access to the Partnership's personal property, profits, and/or assets, for a
 8 significant period of time.

9 229. As a partner in the Partnership and/or in his individual capacity, Abittan owned,
 10 possessed, and/or was entitled, at the time of conversion, to immediate possession of the sum of
 11 approximately \$637,000, which Chao and Ding incurred on Abittan's Partnership and personal
 12 credit cards.

13 230. Chao and Ding have intentionally taken possession of, transferred, and/or prevented
 14 Abittan from having access to the sum of approximately \$637,000 for a significant period of time
 15 by refusing to payoff the credit card balance.

16 231. Abittan did not consent to Chao's or Ding's actions.

17 232. As a direct and proximate result of the conversion by Chao and Ding, Abittan has
 18 suffered damage and lost profits in a sum capable of identification and in an amount according to
 19 proof within the jurisdiction of this Court.

20 233. The conduct of Chao and Ding was a substantial factor in causing Abittan's harm.

21 234. The aforementioned conduct was intentional on the part of Chao and Ding

22 235. By reason of the unlawful conversion of Abittan's property and interests, Abittan is
 23 entitled to recover the value of the property at the time of the conversion, with interest, and a fair
 24 compensation for the time and money properly expended to recover the property pursuant to
 25 California Civil Code § 3336, in an amount to be proven at trial.

26 236. The aforementioned conduct was intentional on the part of Chao and Ding to deprive
 27 Abittan of property and legal rights and otherwise cause injury, and was despicable conduct that

1 subjected Abittan to cruel and unjust hardship and oppression in conscious disregard of his rights,
 2 so as to justify an award of exemplary and punitive damages.

3 **SIXTH CAUSE OF ACTION**

4 **Conversion**

5 **(Against Temujin Cayman)**

6 237. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
 7 Complaint as though fully set forth herein and alleges the following cause of action.

8 238. Alternatively, or additionally, as alleged above, Abittan has an ownership interest in
 9 the Blockchain Project pursuant to an oral and/or implied partnership agreement entered into by
 10 Abittan and Temujin Cayman.

11 239. As a partner in the Abittan/Temujin Cayman partnership, Abittan owned, possessed,
 12 and/or was entitled, at the time of conversion, to immediate possession of his share of the
 13 partnership's personal property, assets, and profits in a sum capable of identification, including his
 14 specialized and proprietary knowledge, and all income derived therefrom.

15 240. Temujin Cayman, through Ding and Chao, in their capacities as general managers
 16 and officers of Temujin Cayman, has intentionally taken possession of, transferred, and/or
 17 prevented Abittan from having access to the partnership's personal property, profits, and/or assets,
 18 for a significant period of time.

19 241. Abittan did not consent to Temujin Cayman's, or Ding's or Chao's, actions.

20 242. As a direct and proximate result of the conversion by Temujin Cayman, Abittan has
 21 suffered damage and lost profits in a sum capable of identification in an amount according to proof
 22 within the jurisdiction of this Court.

23 243. The conduct of Temujin Cayman was a substantial factor in causing Abittan's harm.

24 244. The aforementioned conduct was intentional on the part of Temujin Cayman.

25 245. By reason of the unlawful conversion of Abittan's property and interests, Abittan is
 26 entitled to recover the value of the property at the time of the conversion, with interest, and a fair

compensation for the time and money properly expended to recover the property pursuant to California Civil Code § 3336, in an amount to be proven at trial.

246. The aforementioned conduct was intentional on the part of Temujin Cayman to deprive Abittan of property and legal rights and otherwise cause injury, and was despicable conduct that subjected Abittan to cruel and unjust hardship and oppression in conscious disregard of his rights, so as to justify an award of exemplary and punitive damages.

SEVENTH CAUSE OF ACTION

Fraudulent Inducement

(Against Chao and Ding)

247. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

248. Beginning as early as January 2017, Chao and Ding falsely claimed that, whenever Chao and Ding conducted business in the United States, their anonymity was necessary to protect their families. Chao and Ding fraudulently concealed and omitted their true identities from all documents related to the Partnership, the Blockchain Project, and the luxury watches.

249. Additionally, as specifically detailed above, Chao and Ding, at numerous times throughout the Partnership, made fraudulent misrepresentations and omissions to Abittan regarding the contents and legal effect of paperwork that Chao and Ding, at the time, claimed was necessary to effectuate the Partnership's business plan, protect the partners' ownership interests in the Partnership's assets (primarily the Blockchain Project), and insulate the partners from liability and negative tax consequences.

250. Specifically, Chao and Ding falsely represented that all corporate entities formed after the Partnership began would preserve the 50/50 interests of the Partnership and that the Common Enterprise Entities were merely being used as conduits for the Partnership, without depriving Abittan of his interest. Chao and Ding further represented that their interests were being preserved via an agent in each entity because they were from a successful family in China and did not want their name on publicly filed documents. On the specific times detailed throughout this

1 complaint, Chao and Ding represented that Abittan's interests in the Partnership and Partnership's
 2 assets was preserved in any new entity. Chao and Ding represented that they were not undertaking
 3 activities that would diminish Abittan's 50% interest in the Blockchain Project and that they were
 4 not asking Abittan to sign documents or undertake activities that would diminish Abittan's 50%
 5 interest in the Blockchain Project.

6 251. When Chao and Ding made the foregoing material representations, concealments,
 7 and omissions, Chao and Ding knew that they were false and/or misleading and that they had a duty
 8 to disclose the omissions and the truth to Abittan.

9 252. Chao's and Ding's false representations, concealments, and omissions were made
 10 with the specific intent of defrauding Abittan and inducing him into signing corporate documents
 11 with agents and strawpersons that made it easier for Chao and Ding to steal Abittan's property and
 12 rights, while making it exponentially harder for Abittan to hold Chao and Ding responsible for their
 13 tortious actions.

14 253. In reliance on Chao's and Ding's false representations, concealments, and omissions,
 15 Abittan was induced to create numerous sham entities with unknown agents whom, to this day,
 16 Abittan has never met. Abittan was further induced to sign sham corporate documents, such as the
 17 UAM, that purportedly diluted Abittan's Partnership interest in the Blockchain Project to zero in
 18 exchange for no consideration. In taking the foregoing actions, Abittan reasonably relied on the
 19 material misrepresentations, concealments, and omissions by his partners, Chao and Ding, and such
 20 reliance was justifiable.

21 254. As a result of Chao's and Ding's fraudulent misrepresentations, concealments, and
 22 omissions, Abittan has been damaged in an amount to be proven at trial.

23 255. Further, as a result of Chao's and Ding's fraudulent misrepresentations,
 24 concealments, and omissions, Abittan—on his own behalf and/or as partner in the Partnership—is
 25 entitled to rescission of the purported corporate documents executed in furtherance of Chao and
 26 Ding's fraudulent scheme, including the IP Sale Agreement and the UAM.

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1 256. The aforementioned conduct was intentional on the part of Chao and Ding to deprive
2 Abittan of property and legal rights and otherwise cause injury, and was despicable conduct that
3 subjected Abittan to cruel and unjust hardship and oppression in conscious disregard of his rights,
4 so as to justify an award of exemplary and punitive damages.

EIGHTH CAUSE OF ACTION

Fraudulent Inducement

(Against Chao, Ding, and Temujin Cayman)

8 257. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
9 Complaint as though fully set forth herein and alleges the following cause of action.

10 258. Alternatively, or additionally, on or about July 3, 2019, Temujin Cayman, through
11 its general managers and officers, Chao and Ding—falsely claimed that, in order to protect
12 Abittan's and others' rights in the Blockchain Project prior to an impending ICO, the entire
13 Blockchain Project had to be transferred to Temujin Cayman. Temujin Cayman, through its agents,
14 falsely claimed that Abittan's interest in the Blockchain Project would not be diminished by the
15 transfer. Temujin Cayman (through Chao and Ding) represented that the transfer of assets via the
16 IP Sale Agreement and UAM would not diminish Abittan's (or anyone else's) interest in the
17 Blockchain Project and that Temujin Cayman was not asking Abittan to sign documents or
18 undertake activities that would diminish his interests in the Blockchain Project.

19 259. When Temujin Cayman (via Chao and Ding) made the foregoing material
20 representations, concealments, and omissions, Temujin Cayman knew that they were false and/or
21 misleading and that they had a duty to disclose the omissions and the truth to Abittan.

22 260. Temujin Cayman’s false representations, concealments, and omissions were made
23 with the specific intent of defrauding Abittan and inducing him into signing fraudulent corporate
24 documents—which themselves included fraudulent statements (such as the existence of a loan
25 between Eian Labs Inc. and Temujin Cayman)—that allowed Temujin Cayman to steal Abittan’s
26 interests in the Blockchain Project.

1 261. In reliance on Temujin Cayman's false representations, concealments, and
2 omissions, Abittan was induced to sign sham corporate documents, such as the UAM and IP Sale
3 Agreement, that diluted Abittan's interest in the Blockchain Project to zero in exchange for no
4 consideration. In taking the foregoing actions, Abittan reasonably relied on the material
5 misrepresentations, concealments, and omissions by Temujin Cayman (via Chao and Ding), and
6 such reliance was justifiable.

7 262. As a result of Temujin Cayman's fraudulent misrepresentations, concealments, and
8 omissions, Abittan has been damaged in an amount to be proven at trial.

9 263. Further, as a result of Temujin Cayman's fraudulent misrepresentations,
10 concealments, and omissions, Abittan—on his own behalf and/or as partner—is entitled to
11 rescission of the purported corporate documents executed in furtherance of Temujin Cayman's
12 fraudulent scheme, including the IP Sale Agreement and the UAM.

13 264. The aforementioned conduct was intentional on the part of Temujin Cayman to
14 deprive Abittan of property and legal rights and otherwise cause injury, and was despicable conduct
15 that subjected Abittan to cruel and unjust hardship and oppression in conscious disregard of his
16 rights, so as to justify an award of exemplary and punitive damages.

NINTH CAUSE OF ACTION

Breach of Contract

(Against Chao and Ding)

20 265. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
21 Complaint as though fully set forth herein and alleges the following cause of action.

22 266. Additionally, or in the alterative, Abittan and Ding and Chao, as alter egos of
23 Temujin Cayman, entered into an oral and/or implied agreement whereby Abittan agreed to the sale
24 of the Blockchain Project from Eian Labs Inc. to Temujin Cayman, and, in exchange, Ding and
25 Chao agreed, on behalf as Temujin Cayman, to issue shares to Abittan equal to the value of
26 Abittan's existing interest (whether direct or indirect) in the Blockchain Project.

267. Abittan performed or substantially performed all of his obligations under the agreement by executing the UAM.

268. Ding and Chao, as alter egos of Temujin Cayman, breached the agreement by causing Temujin Cayman to withhold and not issue issue shares to Abittan equal to the value of Abittan's existing interest (whether direct or indirect) in the Blockchain Project.

269. As a direct and proximate result of the foregoing breach, Abittan has suffered damages in an amount to be proven at trial.

TENTH CAUSE OF ACTION

Breach of Contract

(Against Chao and Ding)

270. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

271. Additionally, or in the alterative, Abittan and Ding and Chao entered into an oral and/or implied agreement to jointly acquire, own, and split the proceeds of high-end luxury watches beginning in 2016 (the “Watch Agreement”).

272. Abittan performed or substantially performed all of his obligations under the Watch Agreement, including delivering to Chao and Ding (and/or their agents, including Yuting Chen and Tao Ding, to the extent they are different people than Chao and Ding) 50% of the cost and 50% of the net profits of each watch jointly acquired and sold pursuant to the Watch Agreement.

273. Ding and Chao breached the Watch Agreement by, among other things,:

- a. failing to pay Abittan his share of the proceeds from numerous watch sales;
- b. failing to contribute their share of the cost to acquire certain watches;
- c. using Abittan's credit cards to pay their share of costs without reimbursing Abittan;
and
- d. converting numerous watches for their own benefit without compensating Abittan.

274. As a direct and proximate result of Ding's and Chao's breaches of the Watch Agreement, Abittan has suffered damages in an amount to be proven at trial.

ELEVENTH CAUSE OF ACTION

Fraud

(Against Chao and Ding)

275. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

276. As detailed above, Chao and Ding, acting in their own capacities and on behalf of the Common Enterprise Entities in certain instances, made repeated false and fraudulent misrepresentations and omissions to Abittan regarding:

- a. credit card expenditures on Abittan's cards, including that the cards would be used for business purposes; that if they were used for personal purposes, that Chao would reimburse Abittan for all expenditures on these cards; and that cards issued for Lu, Fisch and others would be used by those individuals;
- b. the watch business, including that Abittan would be paid 50% of all proceeds from watches; that Abittan would have a say in the sale or transfer of any watch; and that Abittan would have access to the watches at all times;
- c. use of funds that Abittan invested in the Partnership via the JVI Chase account, including that these funds would be used for proper business purposes;
- d. that Chao was on the brink of closing deals to raise hundreds of millions of dollars for Findora from a variety of well-known individuals and entities including Jack Ma's wife, Ma Huateng, Perfect World, and others "famous guys";
- e. that Abittan's investors would be repaid within ninety days of their investment and that their investments were secure;
- f. that the transfer of Eian's assets to Temujin would not affect Abittan's or other investors' ownership rights in Findora in any way;
- g. that all (known) entities were part of and consistent with the Partnership in which Abittan always had a 50% interest; and

- 1 h. that any and all actual or apparent authority that Ding or Chao possessed (or
2 represented as possessing) to act for or on behalf of Abittan was used by Ding or
3 Chao in good faith and in a permissible scope with full knowledge of and approval
4 by Abittan;
- 5 i. that any and all conduct by Chao and Ding in conjunction with Abittan or Findora
6 was consistent with, and not adverse to, Abittan's interests, rights, property, and
7 investments.

8 277. These representations were false. In fact:

- 9 a. Chao and Ding always planned to rack up hefty expenditures for both business and
10 personal purposes on Abittan's credit cards and leave Abittan stuck with the tab, and
11 Chao and Ding always intended to retain the credit cards authorized for other
12 Findora team members;
- 13 b. Chao and Ding always planned to misappropriate the remainder of the watch
14 inventory for their own benefit and deprive Abittan of his share of proceeds and
15 inventory;
- 16 c. Chao and Ding always planned to siphon the money from the JVI Chase account to
17 their own benefit knowing that they would later seek to divest Abittan of all of his
18 valuable interest in Findora and the Partnership;
- 19 d. Chao and Ding were not close to closing deals worth hundreds of millions of dollars
20 with major players, but instead, were using those narratives to create a façade of
21 success that they could use to perpetuate their multiple frauds on Abittan and others;
- 22 e. Chao and Ding never planned to repay the investors or provide any of the valuable
23 consideration they had promises, and instead, solely planned to convert the investors'
24 money for their own uses;
- 25 f. the intellectual property transaction between Eian and Temujin was not a paper
26 transaction that would preserve all of Abittan's and other investors' rights;

1 g. Chao and Ding formed companies for the purpose of fraudulently, improperly,
2 and/or unjustifiably separating Abittan from Findora.

3 278. When Chao and Ding made these representations and omissions, they knew that
4 they were false. These representations and omissions were made with the intent to defraud and
5 deceive.

6 279. Abittan's reliance on Chao and Ding's misrepresentations and omissions was
7 justifiable.

8 280. As a result of Chao and Ding's fraudulent misrepresentations and omissions, Abittan
9 has been damaged in an amount to be proven at trial.

10 281. In doing the acts alleged herein, Chao and Ding acted with oppression, fraud, and
11 malice, and Abittan is entitled to punitive damages.

12 **TWELFTH CAUSE OF ACTION**

13 **Fraud**

14 **(Against Chao and Ding and Temujin Cayman)**

15 282. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
16 Complaint as though fully set forth herein and alleges the following cause of action.

17 283. As detailed above, Temujin Cayman, through its general managers and officers,
18 Chao and Ding, made repeated false and fraudulent misrepresentations and omissions to Abittan
19 regarding:

20 a. that the transfer of Eian's assets to Temujin would not affect Abittan's or other
21 investors' ownership rights in Findora in any way;

22 b. that any and all conduct by Chao and Ding in conjunction with Abittan or Findora
23 was consistent with, and not adverse to, Abittan's interests, rights, property, and
24 investments.

25 284. These representations were false. In fact:

26 a. the intellectual property transaction between Eian and Temujin was not a paper
27 transaction that would preserve all of Abittan's and other investors' rights;

b. Chao and Ding formed companies for the purpose of fraudulently, improperly, and/or unjustifiably separating Abittan from Findora.

285. When Chao and Ding made these representations and omissions either individually or on behalf of Temujin Cayman, they knew that the representations were false. These representations and omissions were made with the intent to defraud and deceive.

286. Abittan's reliance on Chao's and Ding's and Temujin Cayman's misrepresentations and omissions was justifiable.

287. As a result of Chao's and Ding's and Temujin Cayman's fraudulent misrepresentations and omissions, Abittan has been damaged in an amount to be proven at trial.

288. In doing the acts alleged herein, Chao and Ding and Temujin Cayman acted with oppression, fraud, and malice, and Abittan is entitled to punitive damages.

THIRTEENTH CAUSE OF ACTION

Defamation

(Against Chao and Ding)

289. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

290. Chao and/or Ding made numerous false, unprivileged statements of purported fact regarding Abittan to individuals associated with the Blockchain Project—including Charles Lu, Benjamin Fisch, Adam Goldberg and other Temujin Cayman (or its affiliates or subsidiaries) employees, consultants, advisors, and investors—and, on at least one occasion, to individual(s) employed by LinkedIn..

291. Specifically, Chao and/or Ding, falsely and without privilege, stated to one or more of the foregoing individuals, via oral and/or written statements, either in person, through text message, or online, that:

a. Abittan was not an owner or co-founder of the Blockchain Project;

- 1 b. Abittan was lying when he claimed to be an owner or co-founder of the Blockchain
- 2 Project and that Abittan was providing “inaccurate information” by listing himself
- 3 as a co-founder and owner of the Blockchain Project);
- 4 c. Abittan lied to and misled investors in the Blockchain Project by making
- 5 unauthorized promises;
- 6 d. Abittan was at fault for investors’ failure to collect a return on their investments;
- 7 e. Abittan was in a massive amount of debt for which Abittan was solely responsible;
- 8 f. Abittan lied about Chao’s and Ding’s use of his credit cards;
- 9 g. Abittan lied about Chao’s and Ding’s refusal to pay back money that they owed; and
- 10 h. Abittan threatened Ding and/or Chao.

11 292. Each of Chao's and/or Ding's statements constitutes a false and unprivileged
12 publication that exposed Abittan to hatred, contempt, ridicule, or obloquy, and/or which caused
13 him to be shunned or avoided, and/or which had a tendency to injure him in his occupation.

14 293. Each of Chao's and/or Ding's statements of purported fact are provably false.

15 294. Chao and/or Ding made these false statements about Abittan intentionally to control
16 Findora employees and investors in an attempt cover up their illegitimate conduct.

17 295. As a result, Abittan's reputation has been damaged in an amount to be proven at
18 trial.

FOURTEENTH CAUSE OF ACTION

Civil Violations of the Racketeer Influenced and Corrupt Organization Act

(18 U.S.C. § 1962(c))

(Against Chao and Ding)

23 296. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
24 Complaint as though fully set forth herein and alleges the following cause of action.

25 297. At all relevant times, Chao and Ding (collectively, the “RICO Operation
26 Defendants”) are and were persons within the meaning of the Racketeer Influenced and Corrupt
27 Organizations Act (“RICO”), 18 U.S.C. §§ 1961(3) and 1962(c).

1 298. The Enterprise consisted of Temujin Cayman, Juniper Ventures Incorporated,
 2 Project Revolution Fund Inc., Juniper Venture Holdings LLC, Juniper Venture Partners LLC, Eian
 3 Labs Inc. (f/k/a Porepsus Labs Inc.), Fourhair LLC, Lakeside Garden Heritage LLC, Powerscale
 4 Capital Management LLC, Powerscale Capital Fund LP, Black Cobble Rideshare Funding LLC,
 5 Temujin Labs Inc. (Delaware), Findora Foundation Ltd., and Discreet Labs Ltd.

6 299. At all relevant times, the Enterprise constituted an association-in-fact enterprise
 7 within the meaning of 18 U.S.C. § 1961(4) and 1962(c). At all relevant times the Enterprise was
 8 engaged in, and involved in activities affecting, interstate commerce within the meaning of 18
 9 U.S.C. § 1961. The interstate nexus includes but is not limited to the transfer of funds to multiple
 10 persons and entities in New York, California, and elsewhere.

11 300. At all relevant times, the RICO Operation Defendants conducted the affairs of the
 12 Enterprise through a pattern of racketeering activity, as an ongoing organization with the common
 13 purposes of, among other things:

- 14 a. creating and perpetuating the artifice of legitimate companies;
- 15 b. inducing Abittan and others to invest time, effort, and money into the Enterprise, for
 the ultimate benefit of the RICO Operation Defendants, while requiring Abittan and
 others to receive compensation for their services in the form of equity in a separate
 insolvent Enterprise entity – all with the intent to fraudulently siphon off funds and
 assets into other members of the Enterprise;
- 16 c. receiving and using the proceeds of the racketeering activities perpetrated through
 the conduct of the Enterprise for the benefit of Chao and Ding and their co-
 conspirators;
- 17 d. concealing the manner and extent of those illegal transfers and Chao's and Ding's
 continued management, control, and domination of each member of the Enterprise;
- 18 e. condoning and directing Temujin Delaware, an Enterprise entity to improperly and
 fraudulently apply for a PPP loan for Chao's and Ding's benefit,

f. defrauding Abittan and other investors, executives, employees, and third parties and receiving misappropriated monies and intellectual property, including but in no way limited to those referenced in paragraphs 41, 45, 50, 54, 58-60, 74-76, 80-85, 87, 94-95, 104, 111, 128-129, 131, 137, 141, 149, 168, 176-180.

5 301. Defendants exercised control over the numerous related individuals and entities that
6 their enterprise consists of. Chao and Ding ultimately controlled and managed the operations of the
7 entire association-in-fact and personally directed the day-to-day operations of its related entities as
8 described above.

9 302. Defendants Ding, Chao, and Temujin Cayman were each associated with the
10 association-in-fact enterprise and conducted or participated, directly or indirectly, in the conduct of
11 the affairs of this enterprise through a pattern of racketeering activity within the meaning of 18
12 U.S.C. § 1961(5) and in violation of 18 U.S.C. § 1962(c).

13 303. Chao and Ding formed a scheme to defraud Abittan of his assets whereby they
14 induced Abittan to invest money in JVI, sign documents purporting to transfer intellectual property
15 from Eian to Temujin Cayman for inadequate consideration, invest in transactions for high-end
16 luxury watches, and solicit investments from Abittan’s family and friends.

304. In furtherance of this scheme, Chao and Ding used or caused to be used interstate
wire communications in violation of 18 U.S.C. § 1343. Defendants initiated and received multiple
transfers of Abittan and investor funds across state lines via the use of wires including but in no
way limited to the transfers referenced in paragraphs 50, 60, 74-76, 85, 90, 94-95, 137, 149, 153,
168, 176-184.

305. Chao and Ding, and others, also communicated materially false statements and
deceitfully omitted material facts to Abittan and others via the use of wires including but in no way
limited to the communications and omissions referenced in paragraphs 41, 45, 50, 54, 58-60, 74-
76, 80-85, 87, 94-95, 104, 111, 128-129, 131, 137, 141, 149, 168, 176-180.

1 306. Each of these wire communications, omissions, and transfers of Abittan and investor
 2 assets satisfies the transmission “by means of wire, radio, or television communication” element
 3 for wire fraud.

4 307. In furtherance of this scheme to defraud, Chao and Ding used or caused to be used
 5 the United States mails or an interstate commercial carrier in violation of 18 U.S.C. § 1341. Chao
 6 and Ding initiated and received multiple transfers of funds across state lines via the use of the mails,
 7 including but not limited to the transfers referenced in paragraphs 50, 60, 74-76, 85, 90, 94-95, 137,
 8 149, 153, 168, 176-184. Each of these transfers of Abittan and investor assets to out-of-state entities
 9 satisfies the “use of the mail” element for mail fraud.

10 308. In furtherance of this scheme to defraud Abittan of his money or property having a
 11 value of \$5,000 or more, Chao and Ding initiated and received multiple transfers that caused
 12 Abittan’s funds (as well as the funds of others) to travel or be transported in interstate commerce
 13 in violation of 18 U.S.C §§ 2314 and 2315, including but in no way limited to the transfers
 14 referenced in paragraphs 50, 60, 74-76, 85, 90, 94-95, 137, 149, 153, 168, 176-184.

15 309. By reason of Chao and Ding’s violation of 18 U.S.C. § 1962(c), Abittan suffered
 16 injury in an amount to be determined at trial.

17 310. Pursuant to 18 U.S.C. § 1964(c), Abittan is entitled to treble damages.

18 311. In bringing this action, Abittan has and will incur attorneys’ fees and is entitled to
 19 an award of reasonable attorneys’ fees under 18 U.S.C. § 1964(c).

20 312. Abittan additionally seeks the return/restitution of any assets from Defendants’
 21 entities or subsidiary entities, or other alter ego entities controlled by Defendants that received
 22 misappropriated funds, including entities that were dissolved and had their assets disbursed by
 23 Defendants and/or the entities they control.

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FIFTEENTH CAUSE OF ACTION

Conspiracy to Commit Civil Violations of the

Racketeer Influenced and Corrupt Organizations Act

(18 U.S.C. § 1962(d))

(Against Chao, Ding, and Temujin Cayman)

313. Abittan hereby incorporates the allegations of paragraph 1 through 191 of this Complaint as though fully set forth herein and alleges the following cause of action.

8 314. Defendants Ding, Chao, and Temujin Cayman each conspired with one another
9 within the meaning of 18 U.S.C. § 1962(d) to violate § 1962(c); that is, to conduct or participate,
10 directly or indirectly, in the conduct of the enterprise's affairs through a pattern of racketeering
11 activity within the meaning of 18 U.S.C. §§ 1961(1)(B) and 1961(5) and 1962(c), as identified
12 more fully in paragraphs 169 to 182 above.

13 315. By reason of violation of 18 U.S.C. § 1962(d) committed by Defendants, Abittan
14 suffered injury in an amount to be proven at trial, within the meaning of 18 U.S.C. § 1962(c).

316. Pursuant to 18 U.S.C. § 1962(c), Abittan is entitled to treble damages.

16 317. In bringing this action, Abittan has and will incur attorneys' fees and is entitled to
17 an award of reasonable attorneys' fees under 18 U.S.C. § 1964(c).

SIXTEENTH CAUSE OF ACTION

Unjust Enrichment

(Against All Defendants)

21 318. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
22 Complaint as though fully set forth herein and alleges the following cause of action.

23 319. As a result of their wrongful conduct, Defendants have been unjustly enriched at the
24 expense of Abittan, in the form of unjustified benefits, payments, and transfers of Abittan's assets
25 and property including, but not limited to:

26 a. \$50,000 in assets that Abittan invested in JVI;
27 b. \$637,000 in assets as a result of unreimbursed credit card expenditures; and

c. Twenty-four luxury watches worth approximately \$8,000,000 (Abittan's 50% interest).

d. the business and technology known as Findora

320. As a result of these unjustified payments and transfers of Abittan's assets and property, Defendants are thereby required to make restitution.

321. Accordingly, Abittan is entitled to disgorgement by Defendants of all monies assets and benefits obtained directly or indirectly through their wrongful conduct as alleged herein.

322. This count is brought in the alternative to the contractual and tort claims of Abittan, to the extent that it is determined that he does not have remedies in contract or tort.

323. On information and belief, the monies owed but not paid to Abittan from his Partnership with Chao and Ding have instead been paid to Chao and Ding for their personal benefit, either directly, or in their capacity as general managers and officers of Temujin Cayman, to fund other investment opportunities and/or for their personal benefit and to the exclusion and detriment of Abittan.

324. Abittan contributed his knowledge and expertise to the Partnership, which is directly responsible for the financial successes of the Partnership and/or its successor, Temujin Cayman—all of which resulted in huge profits that ultimately benefitted Chao and Ding and/or Temujin Cayman. Abittan personally took on debt to benefit the Partnership and consistently deferred his compensation from the Partnership in order to allow the Partnership to grow at a faster pace. Abittan and Chao and Ding agreed that, in exchange for Abittan’s sweat equity, Abittan would have up to a 50% interest in the Blockchain Project and other Partnership assets.

325. Alternatively, or additionally, Abittan contributed his time, knowledge, and expertise to the Partnership, which is directly responsible for the Partnership's watch inventory, profits, and growth—all of which resulted in huge profits that ultimately benefitted Chao and Ding and/or Temujin Cayman.

326. Abittan has therefore conferred benefits upon Chao, Ding, and Temujin Cayman and they have accepted those benefits.

1 327. Abittan has continually conferred benefits on Chao, Ding, and Temujin Cayman
2 since his partner's share of the profits from the sale of the Partnership assets to Temujin Cayman
3 has been used by the Defendants named in this Count for their benefit to the exclusion of Abittan.

4 328. Chao, Ding, and Temujin Cayman have knowledge of the benefits conferred upon
5 them by Abittan.

6 329. Chao, Ding, and Temujin Cayman have accepted or retained the benefits conferred
7 upon them by Abittan.

8 330. The circumstances are such that it would be inequitable for Chao, Ding, and Temujin
9 Cayman to retain the benefits conferred upon them by Abittan without paying fair value to Abittan
10 for all the benefits he conferred upon them.

11 331. All conditions precedent to the bringing of this action have been performed, have
12 occurred, or have been waived.

SEVENTEENTH CAUSE OF ACTION

Accounting

(Against Chao and Ding)

16 332. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
17 Complaint as though fully set forth herein and alleges the following cause of action.

18 333. At all relevant times, Abittan has been a partner in the Partnership with Chao and
19 Ding. Abittan's partnership with Chao and Ding entitles Abittan to complete information regarding
20 the status of his interests in the Partnership.

21 334. As described throughout this complaint, Chao and Ding have committed various
22 fraudulent and tortious acts and breaches of fiduciary duties. These acts have damaged Abittan and
23 unlawfully enriched Chao and Ding.

24 335. Abittan cannot determine the amount he is owed without an accounting because
25 Chao and Ding have exclusive custody over the books, records, and accounts that show the status
26 of all the remaining and sold watch inventory and the assets and profits derived from the Blockchain

1 Project that Chao and Ding misappropriated from Abittan and/or the Partnership. Accordingly,
2 Abittan is entitled to an accounting.

3 **EIGHTEENTH CAUSE OF ACTION**

4 **Accounting**

5 **(Against Temujin Cayman)**

6 336. Abittan hereby incorporates the allegations of paragraphs 1 through 191 of this
7 Complaint as though fully set forth herein and alleges the following cause of action.

8 337. Additionally, or alternatively, since July 3, 2019, Abittan has been in an oral and/or
9 implied partnership with Temujin Cayman. Abittan's partnership with Temujin Cayman entitles
10 Abittan to complete information regarding the status of his interests in the partnership.

11 338. As described throughout this complaint, Temujin Cayman has committed various
12 fraudulent and tortious acts and breaches of fiduciary duties. These acts have damaged Abittan and
13 unlawfully enriched Temujin Cayman.

14 339. Abittan cannot determine the amount he is owed without an accounting because
15 Chao and Ding have exclusive custody over the books, records, and accounts that show the status
16 of all the remaining and sold watch inventory and the assets and profits derived from the Blockchain
17 Project that Chao and Ding misappropriated from Abittan and/or the Partnership. Accordingly,
18 Abittan is entitled to an accounting.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Abittan requests judgment as follows:

- 21 a. That Defendants, and all other persons acting in active concert or privately or in
22 participation with Defendants, be temporarily, preliminarily, and permanently enjoined
23 from the wrongful acts and conduct set forth above;
- 24 b. That Abittan receive such other injunctive relief as they may request and the Court may
25 deem just and proper;
- 26 c. That Defendants be required to account for all gains, profits, and advantages derived
27 from their acts of conversion and other violations of law;

- d. That all gains, profits and advantages derived by Defendants from acts of conversion and other violations of law be deemed to be in constructive trust for the benefit of Abittan;
- e. For an order rescinding the corporate formation documents of each Common Enterprise Entity and intellectual property sale agreement;
- f. For an order requiring Defendants to disgorge profits earned from their unlawful conduct;
- g. For an award of restitution, unjust enrichment, actual damages, statutory damages, and compensatory damages according to proof at trial;
- h. For punitive and exemplary damages according to proof at trial;
- i. For attorneys' fees, costs of suit, and prejudgment and post judgment interest, as provided under applicable law; and
- j. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Abittan hereby demands a trial by jury.

Dated: July 5, 2022

ROCHE FREEDMAN LLP

/s/ Constantine P. Economides

Constantine P. Economides (*pro hac vice*)

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